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January 28, 1994

ENVIRONMENTAL PROTECTION  
AGENCY, REGION II  
1994 JAN 31 PM 1:42  
EARD SITE COMPLIANCE  
BRANCH

FEDERAL EXPRESS

Mr. Lance R. Richman, P.G.  
Emergency & Remedial Response Division  
U. S. Environmental Protection Agency  
26 Federal Plaza, Room 13-100  
New York, NY 10278

Re - Request For Information  
Diamond Alkali Superfund Site,  
Passaic River Study Area

Dear Mr. Richman:

This letter refers to the Request for Information that was sent to Alliance Chemical, Inc. ("Alliance") dated December 16, 1993 with respect to the Diamond Alkali Superfund Site, Passaic River Study. Alliance has received an extension of time until January 28, 1994 to respond to the Request for Information.

Enclosed are the responses of Alliance. Alliance reserves the right to supplement its answers if additional information becomes available.

Please be advised that Roger Huth is no longer with the company and Richard E. Braun, Vice President, Operations, should be the contact for the company. Inquiries and correspondence from attorneys should be directed to this firm.

Very truly yours,

  
Fred L. Pearlmutter

FLP/bjw  
Enclosures  
cc: Richard E. Braun  
Patricia Hick (w.o. encl.)

841250001

RESPONSE OF ALLIANCE CHEMICAL, INC.  
TO  
REQUEST FOR INFORMATION

**Re: EPA Request for Information Dated December 16, 1993  
Under 42 U.S.C. §9801 at seq. Diamond Alkali Superfund  
Site, Passaic River Study**

General Objection

Alliance Chemical, Inc. ("Alliance") is a wholly-owned subsidiary of Pfister Chemical, Inc. ("Pfister"). In 1965, Pfister acquired the stock of Alliance Chemical Co., Alliance Color & Chemical Co. and Plum Point Realty Corp., which owned and/or operated the site located at 309-327 Avenue P in Newark, NJ (the "Acquisition"). In June 1968, Alliance Chemical Co. and Plum Point Realty were merged into Alliance Color and Chemical and the name was changed to Alliance Chemical, Inc.

Alliance can and will respond to the questionnaire relating to the site located at 33 Avenue P in Newark, New Jersey for the time period subsequent to the Acquisition in 1965. Although Alliance will provide answers to the questionnaire with respect to information in its possession prior to that time period, Alliance cannot answer and is not answering on behalf of any of the predecessor corporations.

EPA describes the chemicals 2-chloro-1, 4-diethoxy-5-nitro benzene and 5-chloro-2, 4-dimethoxyaniline as hazardous substances. These substances are not defined as hazardous substances pursuant to §101.14 of CERCLA, 42 U.S.C. §9601 (14),

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or §1004 of RCRA, 42 U.S.C. §6903, and therefore Alliance objects to their characterization by EPA as hazardous substances. Nevertheless, where EPA has requested information specifically with respect to those compounds, Alliance is providing information on the basis that these substances are not hazardous substances.

#### QUESTIONS

1) During what years did your company operate at the facility designated above?

1965-Present.

2) Does your company have a permit or permits issued pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. If your company has an EPA Identification Number, state it in your answer to this question.

Alliance's EPA ID Number is: NJD 045 794 791.

3) Did your company receive, utilize, manufacture, discharge, release or dispose of any materials containing the following substances:

Subject to the General Objection, Alliance responds as follows:

2,3,7,8 tetrachlorodibenzo-p-dioxin

or other dioxin compounds

no

2-chloro-1,4-diethoxy-5-nitro benzene

yes

5-chloro-2,4-dimethoxyaniline

yes

2-chloro-1,4-diethoxy-5-nitro benzene was manufactured at Alliance from 1965 to 1985.

5-chloro-2,4-dimethoxyaniline was manufactured at Alliance from 1976 until 1987.

4a) Provide a description of the manufacturing processes for which all hazardous substances, including, but not limited to, the substances listed in response to item (3), were a product or

byproduct.

Alliance objects to this question as overly broad and unduly burdensome and seeks information which is not relevant. There may be some hazardous substances generated as by-products which are unknown.

Subject to these objections and the General Objection:

2-Chloro-1,4-diethoxy-5-nitro benzene, which is neither a CERCLA hazardous substance nor a RCRA hazardous waste, was manufactured by nitrating 2-chloro-1,4-diethoxy benzene in an aqueous system with 67% nitric acid. The product was isolated by filtration from the aqueous system and further reacted with morpholine to make a 2,5-diethoxy-4-morpholino nitro benzenene. The aqueous filtrate from the nitration was neutralized and combined with other process effluent prior to discharge. Both starting material and product are water insoluble.

5-Chloro-2,4-dimethoxyaniline, which is neither a CERCLA hazardous substance nor a RCRA hazardous waste, was manufactured from 5-nitro-1,2,4-trichlorobenzene. First, 5-chloro-2,4-dimethoxy nitrobenzene was made by the addition of a mixture of sodium hydroxide and methanol to 5-nitro-1,2,4-trichlorobenzene in methanol at reflux. The methanol was then distilled off and recovered for reuse and a mixture of sodium sulfide and sulfur (polysulfide) was added at reflux to reduce the nitro compound to the final product which, after cooling, was isolated by filtration from the aqueous reaction mixture. The filtrate was neutralized and discharged to the Passaic Valley Sewerage

Commission ("PVSC"), a POTW, along with other process effluent. The product was purified by dissolving in aqueous hydrochloric acid adding carbon for decolorization, clarifying and precipitating with caustic to a neutral pH. The filtrate was discharged to our effluent system which goes to PVSC. The carbon clarification cakes were disposed of in a chemically secure landfill with other clarification press cakes.

2-Methoxy-5-nitro benzenamine was manufactured from 1965 to around 1980 in the same manner as 5-chloro-2,4-dimethoxyaniline except the starting material was 2,4-dinitro chlorobenzene.

3,3'-Dimethoxy benzidine was manufactured from 1965 to around 1970 starting with o-nitro anisole. An alkaline zinc reduction to the hydrazo compound followed by a benzidine rearrangement produced the desired compound.

3,3'-Dimethyl benzidine was manufactured from 1965 to around 1970 starting with o-nitro toluene. An alkaline zinc reduction to the hydrazo compound followed by a benzidine rearrangement produced the desired compound.

Zinc compounds (manufactured from 1965-1970). Alliance manufactures light-sensitive diazo compounds which are stabilized as the zinc salt. 2-Chloro-1,4-diethoxy-5-nitro benzene described above is condensed with morpholine to yield 2,5-diethoxy-4-morpholino nitro benzene. This compound is then reduced in hydrochloric acid to the amine with zinc dust. The amine is then diazotized with sodium nitrite and the zinc stabilized diazo compound precipitated. The final product is

2,5-diethoxy-4-(4-morpholinyl)-benzenediazonium  
tetrachlorozincate (2-)(2:1). The dibutoxy compound is  
manufactured in the same way.

Zinc Carbonate and zinc hydroxide are currently produced as  
part of Alliance's zinc recovery process where the insoluble zinc  
compounds are precipitated from the effluent at an alkaline pH  
with caustic soda or soda ash.

Upon information and belief, some of these compounds may  
have been manufactured at this facility before Alliance acquired  
it.

b) During what parts of the manufacturing processes identified  
in the response to items (4)(a), above, were hazardous  
substances, including, but not limited to, the substances listed  
in item (3), generated? Describe the chemical composition of  
these hazardous substances. For each process, what amount of  
hazardous substances was generated per volume of finished  
product? Were these hazardous wastes combined with wastes from  
other processes? If so, wastes from what processes?

Subject to the General Objection, all of the products listed  
in 4a) above except for the zinc carbonate, zinc hydroxide and 2-  
chloro-1,4-diethoxy-5-nitro benzene were purified by dissolving  
the product in acid, treating the solution with activated carbon  
to remove color and reprecipitating the product. These carbon  
clarification press cakes which contained small amounts of  
product were collected and disposed of as solid waste. In  
addition, the processes which produced the 3,3'-dimethoxy  
benzidine and 3,3'-dimethyl benzidine produced a zinc oxide  
slurry as a by-product from the alkaline zinc reduction. This  
zinc oxide slurry was recovered and sent out to be recycled.

All carbon clarification press cakes were combined prior to

1988. After 1988, the light-sensitive diazo carbon clarification cakes were kept separate and disposed of as hazardous waste because they contained borderline quantities of cadmium which came from impurities in the zinc which was used for reduction.

See also responses to Questions 7a and 10.

5) Describe the methods of collection, storage, treatment, and disposal of all hazardous substances, including, but not limited to, the substances listed in response to item (3). Include information on the following:

Alliance Chemical objects to this question as overly broad and unduly burdensome and to the extent it requests information with respect to off-site storage, transportation and disposal, the request is not relevant. Subject to these objections and the General Objection, Alliance responds as follows:

- a) If hazardous substances were taken off-site by a hauler or transporter, provide the names and addresses of the waste haulers and the disposal site locations.

From 1970 until 1977 all solid waste was hauled off-site by:

D&J Trucking  
310-336 Avenue P  
Newark, NJ 07105

From 1978 until the present, hazardous waste has been manifested and disposed of pursuant to applicable hazardous waste regulations. See Annual Hazardous Waste Reports and manifests attached.

From 1978 until the present all RCRA non-hazardous clarification press cakes were disposed of at chemically secure landfills by various haulers (see manifests and bills of lading). Alliance discontinued using manifests at the request of NJDEPE

for non-hazardous wastes. Haulers used were:

R&R Sanitation Service  
Randolph, NJ 07869  
to SCA Chemical Services  
Pinewood, SC

Wayne Disposal  
49350 N. Service Drive  
Belleville, MI 48111

Waste Conversion  
2869 Sandstone Drive  
Hatfield, PA 19440

- b) Describe all storage practices employed by your company with respect to all hazardous substances from the time operations commenced until the present. Include all on-site and off-site storage activities.

Alliance objects to this question to the extent it requests information with respect to off-site storage as irrelevant. Subject to this objection and the General Objection, Alliance responds as follows:

Most of the hazardous substances handled at Alliance over the years are raw materials. All hazardous substances are handled in accordance with applicable federal and state

regulations. Bulk items such as solvents, acids and alkalies are stored in diked tanks. Drum and bagged raw materials are stored in the warehouse or under an outside shed. Products that are classified as hazardous materials are stored in the warehouse, or in a cold room in the warehouse, or in a refrigerated container. Hazardous clarification press cakes or waste oil are stored in designated staging areas in the warehouse. From 1965-1970, a by-product stream of zinc oxide-water slurry recovered from the 3,3'-dimethoxy benzidine and 3,3'-dimethyl benzidine process was stored in 2 areas prior to shipping out for recycling. The first area was three agitated tanks adjacent to the manufacturing area and the second was a concrete lined above ground storage bin.

6a) For process waste waters generated at the facility which contained any hazardous substances, including, but not limited to, the substances listed in response to item (3), did the waste stream connect to a sanitary sewer and if so, during what years? Were they treated before being discharged to the sanitary sewer and if so, how? If the waste waters were not discharged to the sanitary sewer, where did they discharge and during what years?

Subject to the General Objection, Alliance responds as follows:

The process effluent waters discharged from the facility were not hazardous under RCRA because they were not a characteristic waste, nor did they come from a listed process; nor were there listed materials dumped into the effluent. Therefore, the effluent stream was not hazardous. The process effluent was connected to the PVSC sanitary sewer system from 1970 on. From 1965 to 1970, the process effluent discharged to a drainage ditch (Plum Creek) which flowed to the Passaic River.

Prior to discharge the effluent was neutralized.

b) For floor drains or other disposal drains at the facility, did the waste stream connect to a sanitary sewer and if so, during what years? Were they treated before being discharged to the sanitary sewers and if so, how? If the floor drains or other disposal drains were not discharged to the sanitary sewer, where did they discharge and during what years.

Floor drains were combined with process effluent and treated as in a) above.

c) Did any storm sewers, catch basins or lagoons exist at any time at the facility and if so during what years? If catch basins or lagoons existed, were they lined or unlined? Where was the discharge of any of these structures released and during what years? Was this discharge treated before its release and if so, how and during what years?

Since Alliance has operated the facility, storm sewers and catch basins have always existed at the facility. Most of the discharges are combined with the process effluent and treated as in a) above. An unlined lagoon existed from 1965 until 1979 and was part of the effluent system which was neutralized prior to discharge. From 1965 until 1970, as part of the effluent system, the lagoon discharged to the drainage ditch as explained in a) above. From 1970 until 1979 the lagoon discharged to the sanitary sewer system (PVSC).

d) Please supply diagrams of any waste water collection or disposal systems on the property.

See attached diagrams showing the lagoon discharging to the drainage ditch prior to 1970, and to PVSC from 1970 until 1979, and the present day system.

7a) For each hazardous substance, including, but not limited to, the substances listed in item (3), identified in the response to item (4), above, provide the total amount generated during the operation of the facility on an annual basis.

Alliance objects to this question as vague, overly broad and unduly burdensome. There may be some hazardous substances generated as by-products which are unknown. Alliance further objects to the characterization of its products as hazardous substances generated during operation of the facility.

Subject to these objections and the General Objection, Alliance responds as follows: (All numbers approximate on an average annual basis)

2-Chloro-1,4-diethoxy-5-nitro benzene	(product)	
	'65-'85	130,000 lbs/yr
5-Chloro-2,4-dimethoxyaniline	(product)	
	'76-'87	15,000 lbs/yr
2-Methoxy-5-nitro benzenamine	(product)	
	'65-'85	80,000 lbs/yr
3,3'-Dimethoxy benzidine	(product)	
	'65-'70	200,000 lbs/yr
3,3'-Dimethyl benzidine	(product)	
	'65-'70	20,000 lbs/yr
Zinc Compounds (light-sensitiv diazos)	(product)	
	'65-'90	105,000 lbs/yr
Zinc Compounds (Fast Color Salts)	(product)	
	'65-'87	160,000 lbs/yr
Zinc Carbonate-zinc hydroxide	1992-on	25 tons/year
Zinc oxide slurry	1965-1971	120 tons/year
Non-hazardous press cakes	1965-on	50 tons/year
Hazardous press cakes	1989-1991	125 tons/year
Waste oil		5-10 drums/year

See attached documents.

b) Was any hazardous substance, including, but not limited to, the substances listed in response to item (3), identified in responses to item (4), above, disposed of in the Passaic River or discharged to the Passaic River? If yes, estimate the amount of material discharged to or disposed of in the Passaic River and the frequency with which this discharge or disposal occurred.

During the years 1965-1970, when Alliance's effluent, after

being neutralized, was discharged to the drainage ditch (Plum Creek) which leads to the Passaic River, there were occasional leaks and excursions in pH which resulted in acidic effluent being discharged. The amount and frequency of material discharged is unknown. After 1970, all effluent was discharged to the POTW (PVSC). See attached documentation.

8) Please identify any leaks or spills that occurred at the facility during which or as a result of which any hazardous substances, including, but not limited to, the substances listed in response to item (3), was released on the property of the facility or discharged to the Passaic River. Provide any documents or information relating to these incidents.

Subject to the General Objection, Alliance responds as follows:

During the period 1966 to 1970, there were some minor discharges and pH excursions in the neutralized effluent going to the drainage ditch (Plum Creek) which leads to the Passaic River. See the accompanying documentation. In 1970, when Alliance hooked up to PVSC, there were no further discharges of effluent to the drainage ditch.

9) Provide the date of any leaks or spills of any hazardous substances, including, but not limited to, the substances listed in response to item (3), on the property or into the waste water discharge system at the facility. Provide details of the ultimate disposal of any contaminated materials.

Subject to the General Objection, Alliance responds as follows:

In 1987, there was a small spill of No. 4 fuel oil on to the ground by the fuel oil tank. The contaminated earth was removed

and disposed of as hazardous waste. See accompanying documentation.

10) Provide a copy of each document which relates to the generation, purchase, use, handling, hauling, and/or disposal of all hazardous substances, including, but not limited to, the substances listed in response to item (3). If you are unable to provide a copy of any document, then identify the document by describing the nature of the document (e.g. letter, file memo, invoice, inventory form, billing record, hazardous waste manifest, etc.). Describe the relevant information contained therein. Identify by name and job title the person who prepared the document. If the document is not readily available, state where it is stored, maintained, or why it is unavailable.

Alliance objects to this question as overly broad and unduly burdensome and to the extent it requests information with respect to off-site handling, transportation and disposal, the request is not relevant. Subject to these objections and the General Objection, Alliance responds as follows:

See accompanying documents.

11) Provide all other documents pertaining to the results of any analyses of groundwater, surface water, ambient air, and any other environmental media performed at the facility.

Alliance objects to this question as overly broad and unduly burdensome. Subject to these objections and the General Objection, Alliance responds as follows:

Alliance has entered into a Memorandum of Agreement ("MOA") with the New Jersey Department of Environmental Protection and Energy to perform a remedial investigation at its facility. No analytical information has yet been obtained under the MOA.

See also attached documentation.

12) Provide the names of all parties who owned or operated the facility during the period from 1940 through the present. Describe the relationship, if any, of each of those parties with your company.

Upon information and belief, Alliance Chemical Co. was founded in 1947, and the company was owned by Harold Rose and Harold Coward. In 1965 Alliance Chemical Co. was acquired by Pfister Chemical, Inc. located in Ridgefield, NJ 07657. Alliance Chemical, Inc. is a wholly-owned subsidiary of Pfister Chemical, Inc. See question 13.

13) Answer the following questions regarding your business or company. In identifying a company that no longer exists, provide all the information requested, except for the agent for service of process. If your company did business under more than one name, list each name.

Corporate matters have been held to be outside the statutory authorization set forth in CERCLA or RCRA. See United States v. Charles George Trucking Co., Inc., 624 F. Supp. 1185 (D. Mass. 1986), aff'd 823 F.2d 685 (1st Cir. 1987). Accordingly, Alliance objects to this question. Subject to this objection and the General Objection, Alliance responds as follows:

a) State the legal name of your company.

Alliance Chemical, Inc.

b) State the name and address of the president or the chairman of the board, or other presiding officers of your company.

Alan R. Bendelius, President  
Alliance Chemical, Inc.  
Linden Avenue  
Ridgefield, NJ

c) Identify the state of incorporation of your company and your company's agent for service of process in the state of incorporation and in New Jersey

State of Incorporation : New Jersey  
Agent for Service of Process: Frank Spill  
Alliance Chemical, Inc.  
Linden Avenue  
Ridgefield, NJ 07657

- d) Provide a copy of your company's "Certificate of Incorporation" and any amendments thereto.

Alliance has been unable to locate a copy of its Certificate of Incorporation.

- e) If your company is a subsidiary or affiliate of another company, or has subsidiaries, or is a successor to another company, identify these related companies. For each related company, describe the relationship to your company; indicate the date and manner in which each relationship was established.

Alliance Chemical, Inc. is a wholly owned subsidiary of

Pfister Chemical, inc.  
P.O. Box 15  
Ridgefield, NJ 07657

Pfister acquired Alliance in 1965.

- f) Identify any predecessor organization and the dates that such company became part of your company.

Alliance Chemical Co.  
Alliance Color & Chemical Co.  
Plum Point Realty Corp.

The stock of the above three companies was acquired by Pfister Chemical, Inc. in 1965.

- g) Identify any other companies which were acquired by your company or merged with your company.

In June 1968, Alliance Chemical Co. and Plum Point Realty were merged into Alliance Color and Chemical, Co. and the name was changed to Alliance Chemical, Inc.

- h) Identify the date of incorporation, state of incorporation, agents for service of process in the state of incorporation and New Jersey, and nature of business activity, for each company identified the responses to items (11)(e), (f), and (g), above.

The request with respect to Pfister Chemical is not relevant to the scope of this inquiry. The information with respect to Alliance Chemical Co., Alliance Color & Chemical Co. and Plum Point Realty Corp. is unknown.

- i) Identify all previous owners or parent companies, address, and the date change in ownership occurred.

Upon information and belief:

Alliance Chemical Co.  
Alliance Color & Chemical Co.  
Plum Point Realty Corp.

were previously owned by: Harold Rose and Harold Coward (addresses unknown).

See also answers to Question 13 (f) & (g)

14) Provide the name, address, telephone number, title and occupation of the person(s) answering this "Request for Information" and state whether such person(s) has personal knowledge of the response. In addition, identify each person who assisted in any way in responding to the "Request for Information" and specify the question to which each person assisted in responding.

The following persons have worked together in responding to all questions and have personal knowledge of the responses:

Richard E. Braun  
Vice-President, Operations  
Alliance Chemical, Inc.  
Linden Avenue  
Ridgefield, NJ 07657  
(201) 945-5400

William Henning  
Plant Manager  
Alliance Chemical, Inc.  
309-327 Avenue P  
Newark, NJ 07105

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of New Jersey

County of Bergen :

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that my company is under a continuing obligation to supplement its response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or the company's response thereto should become known or available to the company.

RICHARD E. BRAUN

NAME (print or type)

VICE PRESIDENT OPERATIONS

TITLE (print or type)

Richard E. Braun

SIGNATURE

Sworn to before me this  
27 day of January, 1994

Geraldine Stempinski

Notary Public

GERALDINE M. STEMPINSKI  
Notary Public of New Jersey  
My Commission Expires Jan. 22, 1995

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Let's protect our earth



State of New Jersey  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF HAZARDOUS WASTE MANAGEMENT

CN 028  
Trenton, N.J. 08625-0028  
(609) 633-1408  
Fax # (609) 633-1454

M E M O R A N D U M

TO: Debbie Pinto, Acting Chief  
Bureau of Planning and Assessment

FROM: Bruce Venner, Chief  
Bureau of Compliance and Technical Services

SUBJECT: Responsible Party Investigation  
Avenue P Landfill, Newark

DATE: June 20, 1990

The Bureau of Compliance and Technical Services' Special Investigation Section has prepared the attached Responsible Party Investigation Summary for the subject case to assist the Bureau of Planning and Assessment in its site evaluation.

Please be advised that referenced key documents are maintained in this bureau's files. Should you have any questions in this matter, do not hesitate to contact Doug Stuart at (609) 633-0700.

BV:lmc

- c D. Stuart, Section Chief, Special Investigation Section
- Y. Yacoub, Chief, Metro Bureau of Enforcement
- P. Smith, Investigator, SIS/BCTS
- RPIU File



AVENUE P LANDFILL  
INVESTIGATIVE SUMMARY

Historically, the eight acre Avenue P Landfill and adjacent properties have served as an illegal dump. In the early eighties, hundreds of drums were observed on the western portion of the site. Subsequently, an Administrative Consent Order (ACO) was signed with the site's property owner, the Newark Redevelopment and Housing Authority in 1985. A cleanup proceeded thereafter, but was limited to surface drums and contamination. All remedial activities were discontinued in 1987, at the request of the Housing Authority. Groundwater contamination still warrants abatement.

The site is located in the Iron Bound Section of Newark, which contains numerous chemical refineries and industrial facilities. Avenue P and the New Jersey Turnpike bound the site to the east and west respectively. Alliance Chemical Inc. is situated along the site's northern perimeter. Originally the site consisted of Lots 14, 16, 20, 21, 23, 24, and 28 (Block 5020), but is now designated as Lots 14 & 138, (357-405 Avenue P) according to the current tax map. The Newark Redevelopment and Housing Authority refers to the site as disposition parcel 103-9x. Parcel 103-9y borders the site's southern perimeter.

Property lines and ownership have changed frequently over the years. The Amalgamated Dyestuff and Chemical Works Inc., and American Fat and Tallow Co. were two of the first industries in the area. Avenue P was once a dirt road and referred to as Plum Point Lane in the thirties and forties.

The Amalgamated Dyestuff and Chemical Works Inc. occupied the area north of the landfill which is now owned by Alliance Chemical Inc. (309 -327 Avenue P). The property was conveyed to the Calco Chemical Co. in 1938. American Cyanamid purchased the facility six months later which they sold to Martin Laboratories in 1943. Subsequently, lease's were executed with Tiffany Chemical Company in July, 1946 (building 9, 9A, 11 & 13F), and Security Paint and Varnish in April, 1948 (building 8 & 13A). Both companies manufactured paints, varnishes, lacquers, dyes and oils.

During the fifties, the property was owned by Harry and Sophie Martin (husband and wife) and later by Plum Point Realty, who conveyed Lots 8 (1958) and 12 (1957), Block 5020, to Alliance Color and Chemical Company.

Sun Chemical Corp. purchased Lots 6, 9 and 10 (Block 5020) from Union Carbide on September 30, 1964. This property was purchased by D&J Trucking in 1974 and also included Lots 120, 122, 126 (Block 5060), which lie east of Avenue P. D&J conveyed all four tracts of land to the Housing Authority on March 17, 1978.

D&J Trucking purchased Lot 16 (Block 5020) which contained 2.904 acres from Emil and Mary Attanasio (husband and wife) in May of 1958. This property was sold by D&J on August 2, 1960 to A. Giordano & Sons, Inc. Additional land Lot 14 (Block 5020) was obtained from Harry B. and Elizabeth Yeskel on July 29, 1960. The Yeskel's had acquired this property in April, 1960 from the Attanasio's. Previous owners of Lot 16 included the City of Newark and Organic Salt and Acid Company.

The Newark Redevelopment Housing Authority (NRHA) purchased Lots 14 and 16 in July of 1968. The land was designated as disposition parcel No. 103A-1 in a Metes and Bound Survey prepared by Borrie and McDonald Surveyors on June 22, 1968 entitled Industrial River Urban Renewal Project NJR-121. Forsun Urban Renewal Corporation, 750 3rd Avenue, New York, New York acquired parcel No. 103A-1 from the Housing Authority on the same day. Apparently, Forsun planned to redevelop the area (5.869 acres) but, conveyed the premises back to the NRHA on August 22, 1974.

On April 20, 1970 the NRHA purchased Lots 20, 21, 24, 28 and 32 (Block 5020), from Revere Holding Corporation for a sum of \$326,545. The property was conveyed to Revere by deeds from American Fat and Tallow Company (April, 1961); Nathan and Betty Solomon and Anna Paro (April, 1961); Emil and Mary Antanasio (February, 1958); and Regent Smelting and Refining Corporation (November, 1957). A Sale of Land for Private Redevelopment for disposition parcel 109-2A was executed on the following day with Revere Urban Renewal Corporation who intended to redevelop the premises. However, the property was conveyed back to Housing Authority on September 27, 1974.

During the early 1900s, most of the area surrounding Avenue P consisted of wetlands. As industry began to develop the region, wetlands were filled in which is evident in aerial photographs. The Avenue P Landfill was being utilized in 1940 and had more than tripled in size by 1951. Further expansion of the landfill had occurred in the early sixties to the north, south and west. A junkyard existed on top of the landfill at this time. Surveys of the land made by Borrie, MacDonald and Watson, 972 McCarter Highway, Newark, described the area as a paint dump between the years 1960 and 1973. Several sheds located on the site were noted to contain lacquers, removers, paints and varnishes. Labels on these products bore the names of Sherwin Williams and Benjamin Moore. The surveyors also observed hundreds of cases, containing paint cans in them and quantities of oil on-site.

D&J Trucking and Waste Co., Inc. (D&J) was given approval by the Department to operate a sanitary waste disposal facility at 387 Avenue P (Lot 14-16, Block 5020) on July 23, 1970. Subsequently, D&J informed the Department by letter dated December 14, 1974 stating that they "are no longer in the solid waste sanitary landfill business" and have discontinued operation at 387 Avenue P. On June 2, 1975 the Division of Water Resources (DWR) ordered D&J to immediately cease disposal operations on Lots 120, 122, 126 (Block 5060). This facility was not registered with the Department. The DWR issued a second order to D&J on June 19, for failure to apply final cover material on the disposal facility at 387 Avenue P which they never complied with.

Ed Faille, DWR Special Services observed approximately 300-400 drums in a ditch (Plum Point Creek) located along the landfills western border on May 24, 1976. Many of the drums were buried within the rear face of the landfill. Some of the drums were noted to be marked "hazardous waste chemicals". It is unknown what, if any, enforcement actions were taken.

On February 9, 1977 Department personnel witnessed drums being buried on D&J's property located at 310 Avenue P. The Newark Police Department, Unit 317 observed Ralph Smith unloading and loading 55 gallon drums in the middle of the landfill. Further investigation discovered a large hole filled with

an unknown liquid material. D&J's President, Dominick Attanasi identified the material as waste water from Benjamin Moore Paint which the company verified on the eleventh.

The Solid Waste Administration (SWA) issued a Notice of Prosecution (NOP) to Dominick Attanasi on August 30, 1977. A previous inspection disclosed that D&J was dumping solid waste at 310 Avenue P which was not a registered facility with the Department. D&J was ordered to cease all operations however, a subsequent inspection made in December, noted that they were in violation of the NOP. Paint residue was found in a pit on the premises which contained several drums and smaller containers. In addition to the pit, paint sludge was also detected on the ground in two areas.

On December 15, 1977 the Newark Police Department arrested Dominick Attanasi and Ralph Smith for dumping chemicals at 310 Avenue P. The officer saw a truck containing 55 gallon drums drive onto the property. Smith was then observed pouring the contents of 55 gallon drums into a pit. Further investigation detected an unknown substance polluting the adjacent creek (Plum Point Creek). Truck tracks existed at the edge of the creek where numerous drums littered the immediate area. The pollution originated from the bank where the tire tracks had stopped. A Spill Report for this incident was filed by the Newark Department of Engineering which indicated that D&J routinely dumps chemical waste and drums.

Representatives from the NJDEP and Newark Department of Engineering collected several samples at the dump site during a joint inspection on December 20, 1977. Investigators noted an oily residue on both sides of the creek. Pigments were also observed on the ground. Samples obtained from the creek, drums and pit contained flammable and hazardous materials. The contents of the drums sampled appeared to be a synthetic resin type paint containing pigment and a latex vehicle.

D&J Trucking and Waste Company registration, No. 2683, to collect and haul solid waste in NJ was revoked by the Solid Waste Administration on February 14, 1978. The SWA cited prior incidents (i.e. April 2, August 1 and December 15, 1977) for such actions.

Subsurface investigations were conducted by Geo-Tech Associates and Warren George, Inc. in 1974 and 1976. The investigations were conducted for the NRHA's Industrial River Project NJR-121 which planned to redevelop the site for commercial/industrial purposes. A series of test borings and pits were made throughout parcel 103-9. The surficial soils consisted of fill/refuse materials (i.e. municipal, sewage sludge, dry hazardous waste, vegetative waste, food processing waste, industrial (non-chemical) waste and oil spill cleanup waste) which overlays tidal marsh deposits.

Genge Consultants were commissioned by the NRHA to produce an engineering report for a proposed landfill disruption of parcel 103-9, Avenue P, Industrial Development, Newark, NJ. The proposed disruption would upgrade the site for sale to a prospective developer. Genge prepared a report in October of 1979, which identified the western portion of the site, as the area of disruption. The amount of disrupted material removed from the excavation was approximately 37,000 cubic yards.

NJDEP and Newark Redevelopment and Housing Authority personnel discovered an undetermined number of drums along Plum Point Creek on May 11, 1981. The drums were located between NJ Turnpike Mile Posts 105.8-106.6. But it could not be determined if the drums were situated on land belonging to the Housing Authority (parcel 103-9X) or the Turnpike Authority (TA). Apparently, the City had uncovered the drums while dredging the creek. The Turnpike Authority informed the NRHA by letter dated June 23, 1982 indicating that the drums are located "off" Turnpike Surplus Property, parcel No. 401-JX1 and therefore they are not responsible for removal of the drums.

An EPA contractor performed a site reconnaissance for 291-549 Avenue P on March 12, 1982. Field observations noted that drums were protruding from the ground and stacked in piles. Many of the drums were corroded and broken. Runoff from the drums was entering into the adjacent creek.

In January of 1983, SWA inspector, Robert Leary noted several hundred drums containing a sludge residue along the western slope of disposition parcel 103-9X. Subsequently, the Division of Waste Management (DWM) issued a Notice of Violation (NOV) to the NRHA on May 2, 1983. The site was not in compliance with the disruption permit because final cover material had not been applied.

A developer, Xpress Truck Lines planned to construct an industrial warehouse/trucking terminal on-site. The NRHA made a request to the Department on August 26, 1983 to transfer the registration to Xpress. However, the Department indicated that a new application would have to be submitted "due to the differences in the nature of the originally proposed project and the current project".

The DWM presented two disposal options for drums on the site to Mr. George Chraneycz (NRHA) in a letter dated November 16, 1983. A written response of the anticipated cleanup plans was requested by November 30. DWM representatives met with Housing Authority officials on November 22 to discuss disposal and cleanup methods for the drums. The NRHA requested assistance from the Department in abating the contamination during a subsequent meeting held in December.

Remediation of the Avenue P Landfill was subsequently pursued by the Department administratively. On October 31, 1984 a Directive Letter was issued to the NRHA pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. The Directive ordered the Housing Authority to undertake remedial and investigatory measures at the site. An environmental consultant, Atlantic Technologies, Inc. (ATI) was retained by the NRHA and submitted a cleanup plan to the NJDEP on March 12, 1985. ATI's plans were found incomplete and unacceptable. By April, 1985 none of the terms stated in the Directive had been implemented by the Housing Authority.

Consequently, Milton Buck, the Housing Authority's Executive Director signed an Administrative Consent Order (ACO) issued by the DWM on April 15, 1985. The Order became effective on the seventeenth, and required the NRHA to contain, sample and dispose in a proper manner all drums and contaminated soil; sample and analyze water in the drainage ditch; and mitigate ground water contamination. The Cavanaugh Group (Cavanaugh) was contracted to

remediate the site and commenced actions on April 29. However, the Housing Authority shut down the project on June 28, 1985 because cleanup funds were exhausted.

Before site operations ceased, approximately 1,460 drums were removed from the creek and its banks. High concentrations of cyanide and sulfides were detected in some of the drums analyzed. Other substances, possessing a very low flash point (less than 80° F) were also detected. Furthermore, polychlorinated biphenyls (PCBs) contamination was detected in the creek. Cavanaugh informed the Housing Authority of these conditions in a letter to Milton Buck dated July 10, 1985. In an effort to secure additional funds for the clean up, the NRHA sought assistance from the Department of Housing and Urban Development.

On August 9, 1985 the NRHA received urban renewal close out funds to help continue financing the cleanup. Consequently, a mailgram was issued to the Cavanaugh Group informing them to resume cleanup operations at the Avenue P site. The Housing Authority requested a projection of costs so that the limited funds could be monitored. By October 7, 1985 site operations had been reduced to a three man crew responsible for site maintenance (i.e. maintain plastic on drums and soil, replace absorbents in the creek).

Cavanaugh suggested several remedial options for subsurface contamination on February 13, 1986. Test holes made throughout the site indicated that the site was once used for industrial waste disposal. Pigments were observed in each test hole excavated on site. Samples obtained from the hole contained metals and volatiles. Subsequently, the Cavanaugh Group proposed to remediate subsurface contamination by trenching. The NRHA approved of this method on March 17, 1986.

In August of 1986, Cavanaugh informed the NRHA that they were proceeding with the development of a remedial plan for ground water. But, the Housing Authority did not authorize this work. By September of 1986, no significant work had been accomplished at the Avenue P site since early March. The NRHA was not in compliance with the originally issued ACO. Approximately three thousand cubic yards of contaminated soil still remained on the premises. This soil was classified by the DWM in June.

In April, 1987 Cavanaugh submitted work plans to the Housing Authority for a leachate collection system. The collection system was previously mentioned in a Remedial Action Feasibility Study and Work Plan dated November 17, 1986. Steel plates were temporarily installed to contain leachate from entering into Plum Point Creek. No actions have been taken to address the leachate problem.

The NRHA ordered the Cavanaugh Group to cease and desist all work at the Avenue P site on July 29, 1987. Only remediation of surface drums and soils was near completion, but hazardous conditions still existed on site.

The New Jersey Turnpike Authority (NJTA) announced a plan in May 1985 to increase the capacity of the Turnpike by widening from Interchange 11 to U.S. Route 46. Louis Berger & Associates, Inc. published a draft report entitled Preliminary Site Investigation: New Jersey Turnpike 1985-90, Widening from Passaic River to Mile Post 105 for the NJTA in December,

1986. The report identified potential sources of pollution which may have contaminated properties along the proposed Right-of-Way of the project. Disruption of several landfills, including Avenue P, would severely impact the widening project. The project was restructured in June of 1989, due to escalating costs and environmental considerations. The widening of the Turnpike from twelve to fourteen lanes would only occur between Interchange 11 through 14. Ramp improvements would be made to the Southern Mixing Bowl which extend from Interchange 14 through 15.

The NRHA is presently (May, 1990) involved in a contractual dispute with the Cavanaugh Group. No work has been done since the cease and desist order which the Housing Authority issued on July 29, 1987.

DISCHARGE/ABANDONMENT INFORMATION:

Avenue P Landfill  
357-405 Avenue P  
City of Newark, Essex County  
Block 5020; Lots 14 and 138

Current Owner:

Newark Redevelopment and Housing Authority  
57 Sussex Street  
Newark, NJ 07103

SUBSTANCES DISCHARGED/ABANDONED:

The following substances have been detected in soil, sediment, surface water and ground water samples obtained from the Avenue P Landfill by the Cavanaugh Group:

Base Neutrals: Anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, chrysene, fluoranthene, flourene, napthalene, phenanthrene, pyrene.

Metals: Antimony, arsenic, beryllium, cadmium, chromium, cyanide, lead, mercury, nickel, selenium, silver, sulfide, zinc.

PCBs: Aroclor 1260

Pesticides: b-BHC, heptaclor

Petroleum Hydrocarbons

Volatile Organics: Acetone, chlorobenzene, 1,1 dichloroethane, 1,1 dichloroethylene, ethylbenzene, methyl isobutyl keytone, naptha, toluene, 1,1,2,2 tetrachloroethane, tetrachloroethylene, trichloroethylene, 1,1,1 trichloroethane, 1,1,2 trichloroethane trimethylsilane, xylene.

The Newark Redevelopment and Housing Authority retained the Cavanaugh Group, 19 Route 46, Fairfield, New Jersey to remediate coptamination on site. Cavanaugh began mobilization of the site on April 29, 1985.

An emergency drum removal, was conducted by Cavanaugh. The drums were staged in containment berms made from fill material taken on site. In June of 1985, twenty seven bore holes were sunk near the staging area. Soil samples were obtained from each boring and noted to contain multicolored (ie. white, red, blue, green, pink, yellow, orange, etc.) materials. Fifteen ground water samples were also collected from the borings. Metals and volatile organics were detected in the ground water and soil samples.

By July, 1985 the Cavanaugh Group had removed approximately 1,460 drums from the creek's banks and bottom. Most of the 55 gallon drums were ruptured. The contents of some drums analyzed contained low flash points (85 Degrees Fahrenheit), cyanides, corrosives and PCBs.

During the drum remediation, soil was excavated from a steep embankment adjacent to the creek on the northwest boundary of the site. The material was stockpiled in two mounds which were sampled on December 9, 1985. Metals, pesticides, PCBs and volatile organics were detected in four composite samples obtained from each mound.

Upon completion of the drum removal, the containment berms were stockpiled in mounds on site. Petroleum hydrocarbons, cyanide, sulfide, PCBs and volatiles were detected in composite soil samples collected from these mounds.

A series of samples were collected in April, 1986 and consisted of one surface water sample, one sediment sample, and four composite soil samples. During the sampling episode air monitoring was conducted. Organic vapors ranging from 0-110 ppm were detected. The laboratory detected petroleum hydrocarbons in all six of the samples analyzed. Concentrations of cyanide/sulfide were present in most of the soil samples. These samples were taken about twenty to thirty feet away from the creek. A black charcoal like material and oily substance was found in some of the composite samples.

Cavanaugh submitted a work plan in October, 1986 which investigated ground water and subsurface contamination. The plan called for additional sampling and installation of test pits and monitoring wells throughout the site. Approximately 2,000 drums and 3,000 cubic yards of soil were removed and disposed off site before the NRHA ceased operations in August of 1987. No subsurface contamination has been remediated to date.

RESPONSIBLE PARTY:

A. Giordano & Sons, Inc.  
2 Mt. Vernon Street  
Ridgefield Park, NJ 07660-1445  
(201) 641-5800

Mailing Address:

2 Mt. Vernon Street  
P.O. Box 193  
Ridgefield Park, NJ 07660-1445

Registered Agent:

Gary Giordano  
2 Mt. Vernon Street  
Ridgefield Park, NJ 07660

Corporate Status:

Active; services heating equipment and plumbing contractors

Financial Status:

Sales 1988 \$1,100,000 Dun & Bradstreet 6/90

Principal:

Frank Giordano  
President

RESPONSIBLE PARTY:

A. Gross & Company: Kewanee Industries, Inc.  
652 Doremus Avenue  
Newark, NJ 07105

Mailing Address:

Box 818  
Newark, NJ 07101

Corporate Status:

Kewanee Industries, Inc. merged into Gulf Oil Corp. on September 19, 1977.  
Gulf Corp. merged into Standard Oil Co. of California on June 15, 1984.  
Standard Oil changed name to Chevron in May, 1984 (directory of obsolete securities).

Financial Status:

No Financial Status Available

Principals:

Marvin Weiss  
President

RESPONSIBLE PARTY:

Alliance Chemical Inc.  
33 Avenue P  
Newark, NJ 07101  
(201) 945-5400

Parent Corporation:  
Pfister Chemical, Inc.  
Linden Avenue  
Ridgefield, NJ 07657

Corporate Status:  
Active; Alliance is a subsidiary of Pfister Chemical, Inc. Manufacture  
synthetic and organic chemicals, dye stuff and cyclic intermediates.

Financial Status:  
Sales \$3 Million  
Sales \$10,000,000 Dun & Bradstreet (Pfister Chemical)  
Standard and Poors Register of Corporations, Directors and Executives 1990

Principals:  
Albert Bendelius  
Chairman  
P.O. Box 15  
Ridgefield, NJ 07657

33 Avenue P  
Block 5020; Lot 12

Assessment:  
\$ 56,600 Land  
499,200 Improvements  
\$555,800

RESPONSIBLE PARTY:

Benjamin Moore and Company, Inc.  
134 Lister Avenue  
Newark, NJ 07105-4524  
(201) 344-1200

Corporate Headquarters:  
51 Chestnut Ridge Road  
Montvale, NJ 07645-1801  
(201) 573-9600

Corporate Status:  
Active; Paints, Oil or Alkyd Vehicle or Water Thinned; Enamels; Varnishes  
Stains; Varnish, Oil or Wax

Financial Status:  
Sales 1988 \$412,629,284 Dun & Bradstreet 1990

Principals:  
Richard Roob  
Chairman of the Board  
51 Chestnut Ridge Road  
Montvale, NJ 07645-1801

RESPONSIBLE PARTY:

D&J Trucking and Waste Company, Inc.  
387 Avenue P  
Newark, NJ 07105

Registered Agent:

James P. Lordi  
387 Avenue P  
Newark, NJ 07105

Corporate Status:

Void

Principals:

Dominick Attanasi  
President  
No Financial Status Available

Joseph Attanasi  
Vice President  
341 Forest Drive  
Block 804; Lot 9 (Union Township)

Assessment:

\$ 21,200 Land  
23,900 Improvements  
\$ 45,100

Address:

3 Hemlock Circle  
Block 256; Lot 1 (Cranford Township)

Assessment:

\$ 122,500 Land  
194,000 Improvements  
\$ 316,500

Address:

1035 Route No. 1  
Block 302; Lot 3 (Rahway Township)

Assessment:

\$ 289,600 Land  
107,500 Improvements  
\$ 397,100

RESPONSIBLE PARTY:

Newark Redevelopment and Housing Authority  
57 Sussex Avenue  
Newark, NJ 07103

Corporate Status:  
Active

Financial Status:  
No Financial Status Available

Principals:  
357-405 Avenue P  
Block 5020; Lot 14 (Newark)

Assessment:  
\$79,600 Land

385-405 Avenue P  
Block 5020; Lot 138 (Newark)

Assessment:  
\$81,100 Total Value

RESPONSIBLE PARTY:

Revere Smelting and Refining Corporation of New Jersey, Inc.  
1111 West Mockingbird Street  
Dallas, Texas 75247-5008  
(214) 631-6070

Parent Corporation:

RSR Corporation  
1111 West Mockingbird Street  
Dallas, Texas 75247-5008

Corporate Status:

Active; Recycling Lead Smelting & Refining

Financial Status:

Sales 1988 \$44,359,000 Dun & Bradstreet

Principals:

Howard M. Meyers  
President and Chief Executive Officer

RESPONSIBLE PARTY:

Sun Chemical Corporation, Pigment Division  
185 Foundry Street  
Newark, NJ 07100

Corporate Headquarters:  
Sun Chemical Corporation  
411 Sun Avenue  
Cincinnati, Ohio 45322

Corporate Status:  
Active

Financial Status:  
No Financial Status Available

Principals:  
Paul W. Klein  
Vice President, General Manager - Colors Group  
411 Sun Avenue  
Cincinnati, Ohio 45322

RESPONSIBLE PARTY:

The Sherwin-Williams Company, Inc.  
Brown and Lister Avenue (Branch Location)  
Newark, NJ 07105  
(201) 344-7000

Corporate Headquarters:  
101 Prospect Avenue, N.W.  
Cleveland, Ohio 44115-1075  
(216) 566-2000

Corporate Status:  
Active; Manufacture Paints Varnishes and Chemical Cleaners

Financial Status:  
Net Sales 1988 \$1,950,474,000 Standard and Poors

Principals:  
J.G. Breen  
Chairman and Chief Executive Officer  
101 Prospect Avenue, N.W.  
Cleveland, Ohio 44115-1075

RESPONSIBLE PARTY:

Union Carbide Corporation, Linde Gases of Mid-Atlantic  
360 Avenue P  
Newark, NJ 07105-4802  
(201) 589-7435

Parent Corporation:

Union Carbide Chemicals and Plastics Co., Inc.  
Union Carbide Corp.  
Old Ridgebury Rd.  
Danbury, CT 06817

Corporate Status:

Active; packages compressed gas, chemicals and allied products

Financial Status:

Sales 1988 \$5,252,000,000 Dun & Bradstreet 1990

Principals:

Robert D. Kennedy  
Chairman of the Board, Chief Executive Officer, President

CONCLUSIONS AND RECOMMENDATIONS:

A primary contributor to site contamination was D&J Trucking. D&J Trucking and Waste Company, Inc. (D&J) was incorporated on August 26, 1957. Their principal office was listed as 387 Avenue P. One of the purposes of this corporation was to "keep a dump for the purpose of hiring out same to private industries so that they can get rid of their refuse". Dominick J. Attanasi and Joseph Attanasi each held 49-1/2 of the corporation's one hundred shares.

In July of 1960, D&J acquired Lot 14 (345-367 Avenue P). Aerial photographs taken on April 23, 1961 showed that the northern portion of the landfill was occupied by an automobile junk yard. D&J's Certificate of Incorporation states that the company retained junk automobiles and trucks to sell their parts after they have been dismantled.

D&J sold Lot 14 in July of 1968, to the Housing Authority of Newark. The Solid Waste Administration (SWA) gave D&J approval on July 23, 1970 to operate a sanitary landfill on Lot 14 and 16 (Block 5020) which was owned by Forsun Urban Renewal Corporation. Aerial photographs (CTK; IRC-51, 52) taken on August 20, 1972 revealed that pits/holes were present on the landfill. Two areas shaded yellow were also evident on site. GeoTech Associates and Warren George, Inc. detected chemical and paint waste in test pits excavated on the former landfill. The Cavanaugh Group removed numerous drums containing paint sludge during remedial activities in 1985. D&J has a history of disposing chemical and paint waste in pits located on their property at 310 Avenue P.

In February, 1977 personnel from the NJDEP observed drums being buried on D&J's facility at 310 Avenue P. Newark Police Officers discovered a hole on the property containing waste water from Benjamin Moore on April 7, 1977. Prior to finding the hole, officers watched Ralph Smith unload a truck with drums in the yard. Dominick Attanasi and Ralph Smith were arrested by the Newark Police Department on December 15, 1977 for dumping the contents of some drums into a pit at 310 Avenue P.

Subsequent aerial photographs taken in April, 1974 revealed that active filling was occurring along the western portion of the landfill adjacent to the creek. Approximately 300-400 drums were discovered in this area in May of 1976. Some of the drums were partially buried and marked hazardous waste chemicals.

D&J Trucking and Waste Company also operated a sanitary landfill located at Avenue A and Pioneer Streets, Newark. On March 1, 1972 an Application for Certification to Conduct a Refuse Disposal Operation on the property was submitted to the Department by D&J. The Bureau of Solid Waste Management was informed by letter dated December 21, 1972 that D&J had formed a new corporation D.A.J. Inc. (incorporated July, 1972) and wanted the landfill permit changed or transferred to the new corporation. In July of 1977, the permit expired for the facility. This facility is also another documented site with the DHWM, Bureau of Planning and Assessment.

Sherwin Williams Company, Brown Street and Lister Avenue, stated in their New Jersey Air Pollution Control Code, Chapter 12 Emergency Standby Plan dated May 9, 1972 that D&J Trucking Company disposes approximately 1,300 drums containing pigments, oils and residues for the company yearly. Land surveys made by the Borrie, MacDonald and Weston firm described the landfill as a paint dump between 1960 and 1973. Several sheds on site contained paints and associated products (varnish, lacquers and removers) which had labels from Sherwin Williams and Benjamin Moore.

On December 27, 1977 Mr. W. Soltup, Plant Controller for Sherwin Williams indicated that D&J Trucking is used to dispose of approximately 250 drums per month. The drums contained still bottoms and off spec batches of paint and varnishes. This information is substantiated by Sherwin Williams response to the Industrial Waste Survey dated January 14, 1977. According to the survey, D&J Trucking and Waste Company, Inc., 387 Avenue P, hauls an estimated 4,500 cubic yards of miscellaneous paint and varnish wastes yearly. Hazardous constituents of this material include lead, chromium, cobalt and antimony. The waste is disposed in closed 55 gallon drums and consists predominately of filter and staining media; small (less than one quart in size) varnish, paint and emulsion samples; sediments collected during the cleaning of tanks and equipment, and damaged or used five gallon pails and smaller containers. Major constituents of liquid waste include alkyds and unsaturated polyester resins, and organic solvents.

Containers with Benjamin Moore (BM) labels were also noted by the surveyors. The Newark Police Department observed Ralph Smith unloading drums at 310 Avenue P on April 7, 1977. Upon investigation a large hole was found containing an unknown substance. Dominick Attanasi stated that the drums contained waste water from Benjamin Moore Paint Company. Mr. J. Lewczak of BM verified on the eleventh that the drummed substance was waste water.

Benjamin Moore's, Plant Manager, Mr. Berg on December 27, 1977 stated that they have been doing business with D&J for about ten years. Approximately 150 (55 gallon) drums containing still bottoms and paint residues are picked up by D&J each month. The still bottoms contain pigments and alkyl resins.

Labels, a price list, shipping receipts and a sheet for Halowax Products were recovered on site during remedial activities. The physical evidence included the names of Harmon Color Works, Inc., Acme Quality Paints, Inc., John Lucas and Company, Inc. and Halowax Products Division, Union Carbide and Carbon Corporation. According to the New Jersey Industrial Directory, John Lucas and Company, Inc. is a subsidiary of Sherwin Williams.

Most of the Halowax product sheet is illegible, however some information was obtained. The oil product may contain chlorinated hydrocarbons and are used for insecticides, seating compounds, and dielectrics, a material that doesn't conduct electricity. Halowax products have good "heat stability" and "low loss characteristics" which make them "especially suitable as a capacitor impregnate". Apparently this material is similar to PCBs which have been detected at the Avenue P Landfill.

Union Carbide & Carbon Corporation once owned Lots 9 and 10 (Block 5020), which is situated immediately north of the site. The company changed its

name to Union Carbide Corporation in May of 1957. Sun Chemical Corporation purchased the two parcels on September 30, 1964. Union Carbide's, Linde Division operates a plant located at 360 Avenue P. Compressed gases (ie. acetylene, oxygen, helium, nitrogen) are produced and packaged there. Several compressed gas cylinders were discovered at the Avenue P site during remedial activities.

Other companies identified as using D&J Trucking & Waste Co. to haul their waste material include A. Gross & Co., Alliance Chemical Inc. and Sun Chemical Co.

A. Gross & Co. stated in the Eckhardt Report, Waste Disposal Site Survey of 1979 that approximately 122 hundred tons of organics, inorganics and heavy metals were disposed at D&J's Avenue A facility. The site was used from 1955 to 1976. Gross manufactured fatty acids and derivatives used in the chemical and pharmaceutical industry. Only natural materials (ie. vegetable materials and animal fats) are used in this process however, hazardous waste is generated in their quality control lab. A variety of solvents are used for quality control analysis. The company generates waste classified as: D001, flammable liquid containing ethyl alcohol; and D009/F001, liquid containing mercuric acetate and spent halogenated solvents for degreasing including tetrachloroethylene, trichloroethylene, methylene chloride, 1,1,1 trichloroethylene, and carbon tetrachloride. This material is kept in 55 gallon drums for disposal.

A. Gross waste disposal practices were investigated by the Department on September 17, 1980. The laboratory had only recently started to collect waste material in drums and were seeking a disposal facility for it. Laboratory waste was supposedly disposed down the drain. In 1983, A. Gross & Co. was bought out by Witco Corp., Humbo Chemical Division. A. Gross is stated as being a subsidiary of Gulf Oil Company in the Eckhardt Report.

Mercury and volatile organics (ie. tetrachloroethylene, trichloroethylene, 1,1,1 trichloroethane) were detected in soil and water samples obtained from the Avenue P site. New Jersey's special waste manifest tracking system was not implemented until 1978, after the D&J facility had ceased operating. There is no evidence which indicates that all of Grosse's waste went to the Avenue A facility.

Many of the drums on site analyzed contained flammable material. Gross generated D001 waste (flash point less than 140 degrees) that was stored in 55 gallon drums. D&J Trucking and Waste Co. may have transported some of this waste to the Avenue P site.

Alliance Color and Chemical Co. (Alliance) is located on Lots 3, 6, 8, 12 and 136 (Block 5020), which borders the northern margin of the site. The tax map for the City of Newark designates the area as 309-327 Avenue P. A NJDEP Selective Substance Report indicated that the plant began operating in 1945. During the later fifties, Plum Point Realty Corporation conveyed Lots 8 and 12 to Alliance. Reports note that Pfister Chemical, Ridgefield Park, NJ; purchased the plant around 1965 and retained the Alliance name. However, no deed pertaining to this transaction was found during a recent title and deed search.

Alliance manufactured specialty organic intermediates such as dyes, pigments, and diazo compounds. The chemicals 2-chloro-1,4-diethoxy-5-nitro benzene (DEB) 1975-1980, and 5-chloro-2,4-dimethoxyaniline (ITR-amine) 1965-1983, were manufactured at the plant. Both chemicals are listed by the EPA as Class II dioxin compounds which are precursors to dioxin formation.

Alliance makes product by mixing muratic acid, water, and organic chemical reagents in a large vessel. A chemical reaction occurs in which the intermediate is synthesized, then filtered and washed. In the synthesis step, some material is washed free of product and then filtered and washed. Two waste streams are generated from the process: filter cake and acidic process water. The cake is stored in drums and a sludge box at the rear of the facility, adjacent to the landfill (see map in file). Approximately 200 drums were observed in the rear storage area during an inspection conducted by the Division of Waste Management on November 19, 1980. Many of these drums were insecure for hazardous waste storage. In 1980, a sample of Alliance's activated carbon filter cake was analyzed by New York Testing Laboratories Inc. and found to contain cyanide, phenols, ammonia, arsenic, cadmium, chromium, copper, lead, mercury, nickel and selenium.

The process water was once discharged into a trench which led to an unlined neutralization pit. PCBs and volatile organics ie. 1,2 dichloroethane, ethylbenzene, and xylene were detected in sludge samples obtained from the trench. This material was later determined to be hazardous material. Additional samples tested in February and March, 1981 indicated the presence of benzene, trimethybenzenes, naphthalene, methylene chloride, momomethyl naphthalenes, chloroform, carbon tetrachloride and 1,1,1 trichloroethane. Similar contaminants ie. PCBs, cyanide, sulfides, lead, mercury and petroleum hydrocarbons were detected in sediment, surface water and soil samples obtained from the site. A black charcoal like material was present in some of the composite soil samples. Alliance generated an activated carbon filter cake at their plant.

Metals and volatile organics were also detected in soil and ground water samples taken from the Avenue P site. These compounds are similar to those detected in samples collected from Alliance. Drums removed from the site contained cyanide and PCBs.

Aerial photographs (CTK, IRC - 51, 52) taken on August 20, 1972 revealed that an extensive drum storage area existed at the Alliance plant. The drums were located on the south western side of the property. A road was observed entering onto the northwestern portion of the landfill in subsequent aerial photographs (2063-43-5927, 5928, 5929) dated April 11, 1974. This road was not evident in previous aerials and the number of drums on the premises had been significantly reduced. Most of the drums were discovered in the northwest portion of the site.

Pfister Chemical stated in the Industrial Waste Survey that their Avenue P plant, Alliance Chemical, Inc., used D&J Trucking to haul waste off site.

Sun Chemical Corp. (SUN), 185 Foundry Street, Newark manufactures red, magenta and violet quinacridone pigments. The company generates process waste from filter presses and filter cake washes. This material consists mostly of polyphosphoric acid, but may also contain alcohol and glacial

acetic acid depending upon which pigment is being manufactured. Process waste are neutralized with caustic soda in a tank.

SUN stated in the Industrial Waste Survey dated November 18, 1977 that D&J Trucking hauls approximately twenty cubic yards of waste solids from the facility each month. Waste components include barium chloride, sodium chloride and sodium sulfate. The Cavanaugh Group in a letter to the NRHA dated July 10, 1985 indicated that test results recorded high acidic levels at the site. SUN generates a corrosive aqueous waste which has to be neutralized. Prior to 1981 it is unknown how this material was disposed.

Revere Smelting and Refining Corp. (Revere) operated a lead recycling business which lies adjacent to the southern portion of the Avenue P Landfill. The property was owned by Revere Holding Corp. which acquired the land between 1957-1961. The City of Newark issued a Certificate of Occupancy No. 1653 to Revere in March of 1964. Subsequently, Revere was found in violation of the Newark Air Pollution Control Ordinance on five occasions from 1965 through 1968.

The New Jersey Department of Health issued an Administrative Order to Revere on August 15, 1969 for polluting the Passaic River. Revere was also under order by the Passaic Valley Sewerage Commission to cease sulfuric acid discharges into Plum Point Creek. This material was generated from the dismantling of lead batteries. Changes were eventually made to the plant equipment which eliminated the discharge. Battery acid was neutralized with sodium hydroxide in a tank and directed into a holding lagoon which also received overflow from air pollution scrubbers. Aerial photographs taken on March 31, 1971 depict three lagoons at the rear of the facility. Subsequent photographs taken in 1974, showed a road leading onto the landfill from the Revere Plant.

Max Boritzer, President, Revere Smelting & Refining Corp. (a New Jersey Corp.) in an agreement dated April 14, 1970 gave Revere Smelting & Refining Corp. (a Delaware Corp.) consent to use the Revere name. Revere, the Delaware Corp. changed its name to Revere Smelting & Refining Corp. of New Jersey (RSR/NJ) in December, 1971. Howard M. Meyers is the Corporation's President.

On April 20, 1970 Revere Holding Corp. conveyed Lots 20, 21, 24, 28 and 32 to the Housing Authority. This property was acquired by Revere Urban Renewal Corp. on the following day. Howard Meyers is also the president of Revere Urban Renewal Corp. which owned the property until September of 1974, when the land was conveyed back to the Housing Authority.

Revere Smelting & Refining Corp. and Revere Smelting & Refining Corp. of New Jersey are two different entities which occupied the site during the sixties and early seventies. Exploratory excavations made on the southern portion of the site noted coke waste extending from the surface to a depth of 13 feet. Coke is a by product of metal refining such as lead. Concentrations of lead and antimony have been detected in soil samples obtained from the Avenue P site. Both of these materials were reclaimed by the facility. RSR/NJ may have contributed to ground water contamination through leaching of the lagoon's contents. No ground water survey has been conducted at the site. However, the Cavanaugh Group indicated in a letter to the Housing

Authority that soils on the site are very acidic. The facility recycled batteries containing sulfuric acid which may have contributed to this type of contamination.

The Avenue P Landfill was briefly owned by the Newark Redevelopment and Housing Authority (NRHA) in the late sixties. In 1974, the NRHA purchased the property to upgrade the site for sale to a prospective developer. An engineering study of the site was prepared by Genge Consultants in 1978. The study indicated that chemical and paint waste were detected in test boring/pits made on the site during the mid seventies. Subsequently, representatives from the Housing Authority and NJDEP discovered hundreds of 55 gallon drums on the northwest portion of the former landfill. The NRHA signed an Administrative Consent Order (ACO) to remediate ground water, surface and subsurface contamination at the site in April, 1985. A contractor was retained but was limited to only performing a cleanup of surface drums and contamination before ceasing operations in 1987. Ground water and subsurface contamination still warrants abatement to date. The Housing Authority has not complied with the ACO they signed in 1985.

Therefore the following entities: A. Giordano & Sons, Inc., Alliance Chemical Inc.; Benjamin Moore & Co., Inc.; Revere Smelting & Refining Corp. of New Jersey; Revere Urban Renewal Corp.; Sun Chemical Co.; The Newark Redevelopment & Housing Authority; the Sherwin Williams Co., Inc.; Union Carbide Corp. have been identified as primary responsible parties who owned, operated or may have had their waste disposed at the site.

American Fat & Tallow Co.; D&J Trucking & Waste Co., Inc.; Forsun Urban Renewal Corp.; Reagent Smelting & Refining Corp. (a New Jersey Corp.); have also been identified as primary responsible parties but are determined to be insolvent.

Aerial photographs reveal that the landfill was operating to some capacity in 1940. The following companies: American Cyanamid Co.; Calco Chemical Co., Inc.; Martin Laboratories, Inc.; the Amalgamated Dyestuff & Chemical Works, Inc.; Security Paint & Varnish Corp.; and Tiffiany Chemical Corp. have been identified as potential responsible parties which operated the industrial facility immediately north of the site. It is probable that they dumped their waste at the former landfill due to the close proximity of the facility. All of these entities with the exception of American Cyanamid, have been determined to be insolvent through Certificates of Incorporation, Dun & Bradstreet Search and various industrial directories. It is recommended that negotiation be initiated with the identified responsible parties for remediation of site contamination.

Run-off and leachate entering Plum Point Creek represent ongoing discharges. Enforcement actions should be taken against the Housing Authority since they have failed to remediate subsurface contamination outlined in the ACO. It is recommended that sampling be conducted for dioxin forming compounds specifically 2-chloro-1, 4-diethoxy-5-nitro benzene and 5-chloro-2,4-dimethoxyaniline. These products were manufactured by Alliance and may have been disposed at the Avenue P Landfill by D&J Trucking.

D&J Trucking also operated facilities at 310 Avenue P and Avenue A and Pioneer Street in Newark. Both of these sites are documented hazardous

waste sites with the DHWM, Bureau of Planning and Assessment. Generators identified in this investigation who utilized D&J Trucking to haul their waste should be held liable for contamination detected at the other two facilities.

Recovery of administrative costs charged to this case (Project Activity Code JAX) should be an objective of Department actions. Contact this bureau regarding information or questions on the subject case file.

INVESTIGATOR:

Paul Smith  
Environmental Specialist  
NJDEP-Division of Hazardous Waste Management  
Bureau of Compliance & Technical Services  
401 East State Street  
Trenton, NJ 08625  
(609) 633-0708

FILES UTILIZED:

Avenue "P" Landfill  
NJDEP-DHWM, Bureau of Planning and Assessment  
65 Prospect St.  
Trenton, NJ 08625  
(609) 292-3243  
Contact: Claire Whittaker  
Content: Preliminary assessment, sample data, inspection reports

Industrial Waste Survey  
NJDEP-DHWM, Bureau of Compliance and Technical Services  
401 E. State St.  
5th Floor  
Trenton, NJ 08625  
(609) 633-0708  
Contact: Doug Stuart  
Content: Industrial waste surveys for Alliance Chemical Inc., Sherwin Williams, Sun Chemical

Avenue P Landfill  
NJDEP-DHWM, Bureau of Metro Enforcement  
2 Babcock Place  
W. Orange, NJ 07052  
(201) 669-3960  
Contact: Dave Oster  
Content: Sample data, inspections, correspondence, preliminary assessment

Title & Deed  
Essex County Hall of Records  
469 High St.  
Newark, NJ 07102  
(201) 961-7000  
Contact: Nicholas Caputo  
Content: Title and deed search, tax assessments for Lots 1, 3, 6, 8, 12, 14, 131, 136, 138; Block 5020

City of Newark, Tax Assessment Division  
920 Broad St.  
Newark, NJ 07102  
(201) 733-3950  
Contact: Joseph Frisina  
Content: Block and Lot Information

Newark Department of Engineering, Environmental Section  
920 Broad St.  
Newark, NJ 07102  
(201) 733-4300  
Contact: Paul Butler  
Content: Inspection reports for D&J Trucking

NJDEP-DSWM, Bureau of Inspections and Investigations  
Twin Rivers Professional Bldg.  
State Highway 33  
Hightstown, NJ 08520  
(609) 426-0791  
Contact: Pat Ferraro  
Content: No available information

Central Files  
NJDEP-DSWM  
401 East State St.  
1st Floor  
Trenton, NJ 08625  
(609) 530-4004  
Contact: Valerie Woods  
Content: Inspection reports, enforcement documents, permits,  
correspondences for D&J Trucking

USEPA-Region II, Superfund Support Section  
209 Woodbridge Ave.  
Edison, NJ 08837  
Contact: Darven Adams  
Content: Limited file with inspection checklist

NJDEP-DWR, Bureau of Metro Enforcement  
2 Babcock Place  
W. Orange, NJ 07052  
(201) 669-3900  
Contact: Steve Cambuscioni  
Content: No available information

Dun & Bradstreet  
Information Resource Center  
432 E. State St.  
Trenton, NJ 08625  
(609) 984-2249  
Contact: Maria Barratta  
Content: Dun & Bradstreet search for Sherwin Williams & Benjamin Moore

Corporate Records  
NJ Dept. of State, Div. of Commercial Recording  
Mountainview Office Complex  
820 Bear Tavern Rd.  
W. Trenton, NJ 08628  
(609) 771-1297  
Contact: Telfax  
Content: Certificates of Incorporation for D&J Trucking and Waste Co.,  
Tiffany Chemical Corp., the Calco Chemical Co., Inc., Linden Air Products,  
Revere Holding Corp., Plum Point Realty Corp., Security Paint & Varnish  
Corp., A. Giordano & Sons, Inc., Amalgamated Dyestuff & Chemical Works, ACME  
Quality Paints, Inc., Martin Laboratories, Inc., American Fat & Tallow Co.

Sanborn Fire Insurance Maps  
NJ Dept. of Education, Div. of State Library  
185 W. State St.  
Trenton, NJ 08625  
(609) 292-6220  
Contact: Janet Tuerff  
Content: Sanborn Fire Insurance Maps, New Jersey Industrial Directories

Aerial Photographs  
NJDEP-Div. of Coastal Resources, Planning Group  
501 E. State St.  
Trenton, NJ 08625  
(609) 633-7369  
Contact: Mike Ryan  
Content: Aerial photographs for NJ State Plane Coordinates 2,148,200'E,  
688,500'S.

City of Newark, Div. of Inspections  
920 Broad St.  
Newark, NJ 07102  
(201) 733-3957  
Contact: Lenny Iannio  
Content: Building applications, electrical applications, certificates of  
occupancy, violations.

Assessment Search  
Rahway City Tax Assessor's Office  
1 City Hall Plaza  
Rahway, NJ 07065  
(201) 381-8000  
Contact: William Marbach  
Content: Assessment for 1035 Rt. No. 1 Lot 3 (Block 302)

NJDEP-DEQ, Metro Bureau of Enforcement  
2 Babcock Place  
W. Orange, NJ 07052  
(201) 669-3935  
Contact: Mike Klein  
Content: Standby plans for Sherwin Williams and Alliance Color & Chemical  
Co.

Trenton Public Library  
Academy St.  
Trenton, NJ 08625  
(609) 392-7188  
Content: Directory of Obsolete Securities, Manual of Valuable and Worthless  
Securities, Standard and Poors Register of Corporation, Directors and  
Executives, Business Journals Directory of Business & Government, MacMillan  
Directory of Leading Private Companies, Dun Regional Business Directory.

NJDEP-DWR, General Files  
Carroll Bldg.  
432 E. State St.  
Trenton, NJ 08625  
(609) 633-2987

Contact: Larvern Jones  
Content: Passaic Valley Sewage Commission inspections/incidents at Revere  
Smelting & Refining, 387 Ave. P.

Passaic Valley Sewage Commission  
600 Wilson Ave.  
Newark, NJ 07105  
(201) 817-5718

Contact: Tom Mack  
Content: No file available for Revere Smelting, Lacquer Specialties, Union  
Carbide, Linde Division

Assessment Search  
Cranford Township Tax Assessors Office  
8 Springfield Ave.  
Cranford, NJ 07016  
(201) 709-7211  
Contact: John Durvee  
Content: Assessment for 3 Hemlock Circle, Lot 1 (Block 256)

Assessment Search  
Union Township Tax Assessors Office  
1976 Morris Ave.  
Union, NJ 07083  
(201) 688-2800  
Content: Assessment for 341 Forest Drive Lot 9 (Block 804)

PS:lmc  
AVEP/LMCMDB

TO: File

INVESTIGATIVE  
REPORT

FROM:

P. FERRARO

DATE:

10/13/77

SUBJECT:

DTI TRUCKING CO.

I WAS REFUSED ACCESS TO THIS SITE BY  
MR. JOSEPH ANTANASI. HE SAID THAT HE WAS TOLD  
THAT I WOULD BE THERE 10/30/77 AND WOULD NOT PICK  
ME UP UNTIL THEN.

P. Ferraro

10-14-77

I called Mr. James Lardi, attorney for  
DTI trucking, and informed that should this  
happen again the SWA would initiate  
prosecution. Mr. Lardi stated that he would  
advise his client to give us immediate access

R.D.P.

TO: File

INVESTIGATIVE  
REPORT

FROM:

P. FERRARO

DATE:

10/25/77

SUBJECT:

D. & J. TRULING CO. - A/E P

ESSEX COUNTY

THIS SITE HAS NOT IMPROVED. NO ADDITIONAL COVER HAS BEEN BROUGHT IN. MR. ANTARPSI CLAIMS THAT HE IS HAVING TROUBLE GETTING COVER MATERIAL. ILLEGALLY DUMPED INDUSTRIAL WASTE IS STILL EXPOSED. DUT HAS UNTIL 10/30/77 TO PUT 2' OF COVER OVER THE SITE.

P. Ferraro



State of New Jersey  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SOLID WASTE ADMINISTRATION  
TRENTON, 08625

BEATRICE S. TYLUTKI  
DIRECTOR

NOTICE OF PROSECUTION

(Mr. Dominick Attanasi )  
(D&J Trucking & Waste Co.)  
(387 Avenue P )  
(Newark, New Jersey 07102)

Violation Occurred On Premises  
Known As:

D&J Trucking & Waste Co., 387  
Avenue P, Newark, Essex County

was  
actually  
for  
310  
M.M.C.

Dear Mr. Attanasi:

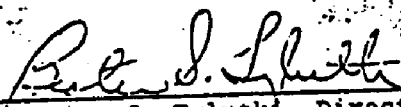
Investigation by this Department on August 1, 1977 disclosed violations of N.J. Administrative Code 7:26-2.2.2 and 2.2.1. The maximum penalty that may be levied for each violation is \$3,000 per day.

The Solid Waste Administration will withhold prosecution until September 30, 1977 to allow for settlement of a claim for a penalty against you in the amount of \$1,000. Should you desire to settle your claim, payment must be made on or before this date by money order or check drawn to the order of the New Jersey State Department of Environmental Protection.

All disposal of solid waste on the above mentioned premises must immediately cease and must be covered with two feet of cover material.

N.J.A.C. 7:26-2.2.2 & 2.2.1 - The investigation disclosed that D&J Trucking and Waste Co. engaged in the disposal of solid waste on the above mentioned premises without having first filed a completed registration statement with the Solid Waste Administration and obtaining approval thereof.

August 30, 1977  
DATE

  
Beatrice S. Tylutki, Director  
Solid Waste Administration

MEMORANDUM

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Joseph Coronato, DAG, Div. of Crim. Justice  
Steve Tasher, DAG, Chief, Environmental Section

TO:

BSS

FROM: Bruce Schwartz THRU: Donald A. Brown

DAB

SUBJECT: Illegal Chemical Dump in Newark  
D & J Trucking  
OHMP Case #77-12-16-4

DATE: December 3, 1977

At 1:30 p.m. today the Office of Hazardous Substances Control was contacted by Walter JANICEK, Environmental Specialist, City of Newark Dept. of Engineering (201-733-8820 or 6683), who reported that Newark police yesterday arrested two men caught in the act of dumping drums of chemical waste.

Janicek called to request the State's assistance and guidance in prosecuting the dumpers and in removing the environmental problems they appear to have created.

The arrests were made on the premises of D & J Trucking and Waste Co., 310 Avenue P, which is located in an industrial area of Newark. Those arrested were Dominic Attanasi, president of D & J Trucking, and Ralph Smith, the driver of the truck from which the wastes were being dumped. The police have impounded the truck and several barrels that were on it. Attanasi and Smith were charged under municipal ordinances (the police apparently not knowing about the Water Pollution Control Act) and released without bail.

According to Janicek, Attanasi and Smith were arrested for a similar violation last April and were fined \$100 under municipal ordinances. Yesterday's arrests came as the result of a police department stakeout. Police had the D & J premises under observation with binoculars. The truck was seen pulling in the yard. It was driven up to a pit dug in the ground, the drums were pushed off, opened and were being poured into the pit when police moved in and arrested Attanasi and Smith.

Janicek said he has inspected D & J's premises, and from the physical evidence of chemical deposits it appears that dumping may have been going on there for months. He requested the State make an inspection and asked assistance in obtaining laboratory analysis of samples. Tom Allen of the Office of Hazardous Substances Control (OHSC) is attempting to secure lab assistance from EPA Edison.

Because of workload from other cases, Karl Birns, OHSC Chief, indicated he would not be able to assign an inspector to investigate very soon. I therefore telephoned Bob Reed, in charge of Field Operations and Enforcement for the Passaic-Hackensack Basin of MS&E Element. I put him in touch with Janicek. The Basin has scheduled an inspection on Monday; I have requested samples and photos be taken.

December 16, 1977

We were unable to reach either Mr. Coronato or Mr. Tasher by telephone this afternoon in order to secure advice about prosecution. However, I informed Janicek about the penal provisions of N.J.S.A. 58:10A-10(f) and suggested those arrested might be charged under the Water Pollution Control Act. I attempted to contact Lt. NEVARCIK of the Newark Police, but he had gone home. I left a message with the desk sergeant suggesting Lt. Nevarcik consult the statute and that I would call again Monday.

This case seems to be in a good posture for criminal prosecution. Since there seems to be evidence that dumping has occurred over a period of time, and that this is not an isolated incident, investigation by the Division of Criminal Justice seems appropriate. D & J, according to Janicek, was under contract to haul wastes from at least one client, Benjamin Moore Paints, and may have had others. Seizing D & J's records might lead to other violations or implicate the generators in a dumping conspiracy. We would like advice on how we should proceed in this matter.

Concerning the environmental problem: Janicek described conditions at the site in very dark terms. Oily matter is leaking into adjacent Plum Creek and the odor of solvents is prevalent. P-H Basin's inspection on Monday should give us a better idea how bad the situation is. A cleanup effort will almost certainly be necessary, and of course the question is whether to proceed with an injunction against the company or to use the Spill Fund. Complicating matters is the fact that the land appears to be owned by the Newark Housing Authority, which leases it to D & J.

Attanasi and Smith, having been released from jail, are free, and the company is under no restraints from continuing to operate at the site. If our inspection confirms Janicek's observations, it seems obvious that we will have to move immediately to shut down their operation and at least prevent them from hauling any more waste in. D & J are registered as haulers with PUC and presumably Solid Waste Admin as well. We will notify SWA of this on Monday.

BSS:st

cc: Karl Birns  
Bob Reed  
Dick Bellis  
Jeff Zelikson



State of New Jersey  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SOLID WASTE ADMINISTRATION  
TRENTON, 08625

BEATRICE S. TYLUTKI  
DIRECTOR

IN THE MATTER OF D & J TRUCKING)  
AND WASTE CO., INC. VIOLATION )  
OF STATUTES AND REGULATIONS OF )  
THE DEPARTMENT OF ENVIRONMENTAL )  
PROTECTION )

ADMINISTRATIVE ORDER  
REVOCATION OF REGISTRATION

WHEREAS, D & J Trucking and Waste Co., Inc. (D & J) has a New Jersey Solid Waste Administration Registration for the collection and haulage of solid waste in the State of New Jersey, specifically, No. 2683; and

WHEREAS, investigations by this Department on April 2, 1977, and August 1, 1977, disclosed that D & J engaged in the disposal of solid waste on a property known as 310 Avenue "P", Newark, New Jersey, in violation of N.J.S.A. 13:1E-5, N.J.S.A. 13:1E-12, N.J.A.C. 7:26-2.2.1, N.J.A.C. 7:26-2.2.2 and N.J.A.C. 7:26-3.4.2; and

WHEREAS, on December 15, 1977, Dominick J. Attanasi, president of D & J, and Ralph J. Smith, driver of the truck, were apprehended by the Newark police while in the act of dumping chemical waste in a pit on the property known as 310 Avenue "P", Newark, New Jersey; and

WHEREAS, the property known as 310 Avenue "P", Newark, New Jersey reveals evidence of chemical dumping having occurred on the site for some time, during which D & J was in open and notorious possession of said property; and

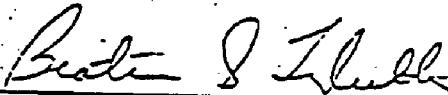
WHEREAS, as a result of these facts, there have occurred willful and negligent illegal discharges in violation of N.J.S.A. 58:10A-6, N.J.S.A. 58:10-23.11c and N.J.S.A. 23:5-28; and

WHEREAS, on June 2, 1975, a Departmental Order was issued to D & J Trucking and Waste Co., Inc. requiring cessation of disposal operations at the site involved herein; and

WHEREAS, a Notice of Prosecution was issued to D & J Trucking and Waste Co., Inc. on August 30, 1977, wherein penalties were assessed against D & J for additional illegal disposal activities on the site involved herein.

NOW, THEREFORE:

1. D & J Trucking and Waste Co., Inc. is HEREBY NOTIFIED that its registration, No. 2683, to operate in the State of New Jersey is REVOKED: and
2. D & J Trucking and Waste Co., Inc. is HEREBY NOTIFIED that any continued collection or haulage of solid, liquid or chemical waste in the State of New Jersey will be considered a violation of N.J.S.A. 13:1E-1 et seq., subjecting D & J to a maximum penalty of \$3,000 per violation.
3. D & J Trucking and Waste Co., Inc. is HEREBY NOTIFIED that an administrative hearing may be had in the aforementioned matter, and that the New Jersey Department of Environmental Protection will provide such a hearing upon written request received no later than fifteen (15) days from the date of this Order. Said request shall specify (a) wherein the Department's action aggrieves D & J, (b) which findings of fact are challenged; and (c) which conclusions of law (including those not articulated) are challenged. Time and place of the hearing will be designated by the Department of Environmental Protection.

  
Beatrice S. Tylutki, Director  
Solid Waste Administration.

February 14, 1978

Date

MEMO

State of New Jersey  
Department of Environmental Protection  
Division of Water Resources

TO Mr. Reed

FROM Mr. Martusevich

DATE January 10, 1978

SUBJECT D&J Waste Disposal Service - 310 Avenue P - Newark, NJ

On December 27, 1977, the writer visited the Benjamin Moore Paint Company and the Sherwin Williams Paint Company to ascertain the type and quantity of waste being given to D&J. Mr. Janicek of the Newark Engineering Department had told the writer that these companies had been reported to use D&J to dispose of their wastes.

At Benjamin Moore, Lister Ave., Newark, Mr. Berg the Plant Manager stated that they had been doing business with D&J for approximately 10 years and D&J had been picking up 150 (55-gal.) drums of paint residues each month. After a batch of paint is made the mixing tanks are washed with solvents. The tank washings are then placed into a distillation column and the volatile solvents are recovered. The still "bottoms" are placed into drums and picked up by D&J. The still "bottoms" contain pigments and alkyd resins.

At Sherwin Williams, Lister Ave., Newark, Mr. W. Soltys, Plant Controller said that they dispose of approximately 250 drums of still "bottoms" each month. The material disposed is similar to that of Benjamin Moore. The material from Sherwin Williams also contains "bad" batches of paint or varnish. These "bad" batches vary from 500 to 1000 gallons. Both companies pay D&J \$6/drum for the disposal services. Both companies had been contacted by D&J and told that "they were having problems now but will be back in business within a week."

Both companies stated that they would cooperate with the NJDEP in every way possible.

E106:G25

cc: Mr. B. Schwartz - Office of Regulatory Affairs



State of New Jersey  
Department of Environmental Protection and Energy  
Division of Responsible Party Site Remediation  
CN 028  
Trenton, NJ 08625-0028

Scott A. Weiner  
Commissioner

MAR 16 1993

Karl J. Delaney  
Director

Prepared By

*David W. Paddock*  
David Paddock

Date

*March 12, 1993*

IN THE MATTER OF THE  
D & J TRUCKING SITE  
AND  
NEWARK REDEVELOPMENT AND HOUSING AUTHORITY,  
DOMINICK ATTANASI,  
JOSEPH ATTANASI,  
BENJAMIN MOORE & COMPANY, INC.,  
SHERWIN-WILLIAMS COMPANY, INC.,  
Respondents

ADMINISTRATIVE  
CONSENT  
ORDER

This Administrative Consent Order is issued pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection and Energy (hereinafter "the Department") by N.J.S.A. 13:1D-1 et seq., and the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., and the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. and duly delegated to the Assistant Director, Division of Responsible Party Site Remediation pursuant to N.J.S.A. 13:1B-4.

FINDINGS

1. The D & J Trucking Site (hereinafter the "Site") is located at 310-336 Avenue P, Newark, Essex County, New Jersey. The Site consists of approximately 3 acres, is defined as Block 5060, Lot 149 on the tax maps of the City of Newark and is bordered generally by the Newark Police Academy to the north, Avenue P to the west, Linde Gas Company to the south and industrial property to the east. The Site is owned by the Newark Redevelopment and Housing Authority and leased to the AFA Pallet Co., Inc. for the storage of wood chip mulch. There are no buildings or industrial facilities remaining at the Site. A stormwater retention basin and a drainage ditch form the eastern and southern boundary of the Site, respectively.

2. The Newark Redevelopment and Housing Authority (hereinafter "Respondent"), a public instrumentality of the City of Newark with principal offices at 57 Sussex Avenue, Newark, New Jersey, is the owner of the Site.

3. Dominick Attanasi (hereinafter "Respondent"), a citizen of the State of New Jersey, maintains a residence at 341 Forest Drive, Union, New Jersey. Dominick Attanasi was the President of D & J Trucking & Waste Co., Inc., the former owner and operator of the Site. D & J Trucking & Waste Co., Inc. is a former New Jersey corporation which was declared void by proclamation on September 9, 1982.

4. Joseph Attanasi (hereinafter "Respondent"), a citizen of the State of New Jersey, maintains a residence at 3 Hemlock Circle, Cranford, New Jersey. Joseph Attanasi was the Secretary of D & J Trucking & Waste Co., Inc., the former owner and operator of the Site.

5. Benjamin Moore & Company, Inc. (hereinafter "Respondent"), a New Jersey corporation with principal offices located at 51 Chestnut Ridge Road, Montvale, New Jersey, used the Site for the disposal of industrial waste from its paint manufacturing operations.

6. Sherwin-Williams Company, Inc. (hereinafter "Respondent"), a Ohio corporation with principal offices located at 101 Prospect Avenue NW, Cleveland, Ohio, used the Site for the disposal of industrial waste from its paint manufacturing operations.

7. On April 9, 1974 D & J Trucking & Waste Co., Inc. (hereinafter "D & J Trucking") purchased the Site from Sun Chemical Corporation. D & J Trucking's primary business at the Site was the collection and disposal of waste material ranging from industrial waste to construction debris. D & J Trucking, and its principals Dominick and Joseph Attanasi, disposed of this waste at various locations at the Site during the period of Site operation, as indicated in the Department's enforcement records which are incorporated herein by reference.

8. On June 26, 1975 Dominick Attanasi informed the Department that the Site was owned by the Newark Redevelopment and Housing Authority, not D & J Trucking. The Department was not able to substantiate this claim, although correspondence dated January 8, 1978 between the City of Newark Department of Engineering and the Newark Fire Department indicates that the Newark Redevelopment and Housing Authority owned the property during the course of D & J Trucking's operations at the Site.

9. On January 14, 1977 Sherwin-Williams Company submitted an Industrial Waste Survey to the Department which indicated that Sherwin-Williams disposed of waste paint and waste varnish with D & J Trucking.

10. On March 22, 1977 Benjamin Moore & Company submitted an Industrial Waste Survey to the Department which indicated that Benjamin Moore & Company disposed of waste paint sludge with D & J Trucking.

11. On April 7, 1977 the Newark Police Department observed Dominick Attanasi and an employee of D & J Trucking illegally dumping the contents of

numerous 55-gallon drums into a large, unlined, pit at the Site. Dominick Attanasi stated that the liquid he was pouring into the pit was paint wastewater collected from Benjamin Moore & Company. On April 11, 1977 Mr. J. Lewczak of Benjamin Moore & Company verified that this material was paint wastewater originating from Benjamin Moore & Company.

12. On April 12, 1977 the Department conducted an inspection at the Site which indicated that the Site was being used for the disposal of construction debris. While performing this inspection the Department was informed by Joseph Attanasi, the Secretary of D & J Trucking, that the Site was used as a transfer station for industrial waste.

13. On December 27, 1977 the Department visited Sherwin-Williams Company and Benjamin Moore & Company to ascertain the type and quantity of waste being disposed of with D & J Trucking. Mr. Lawrence Berg, Plant Manager of Benjamin Moore's facility on Lister Avenue, stated that Benjamin Moore disposed of 150 55-gallon drums of waste pigments and alkyd resins with D & J Trucking every month for the past ten years. Mr. W. Soltys, Plant Controller of Sherwin Williams' facility on Lister Avenue, stated that Sherwin-Williams disposed of 250 drums of waste pigments, alkyd resins, off-spec paint and waste varnish with D & J Trucking every month.

14. On March 17, 1978 D & J Trucking & Waste Co., Inc. allegedly sold the Site to the Newark Redevelopment and Housing Authority. At the time of this alleged sale, and for years afterward, numerous 55 gallon drums and other industrial debris were apparent throughout the Site.

15. On June 26, 1990 the United States Environmental Protection Agency conducted a Site Inspection to assess the general extent of contamination at the Site. This analysis of the samples collected during this inspection indicate the following:

#### Soil

<u>Contaminant</u>	<u>Concentration (ppm)</u>
Arsenic	111
Chromium	259
Lead	1,750
Phenanthrene	65
Fluoranthene	99
Pyrene	55
Beta - BHC	2.3
4, 4' - DDE	2.3
Endosulfan II	2.9
PCB (Aroclor 1260)	37

#### Surface Water

<u>Contaminant</u>	<u>Concentration (ppb)</u>
Barium	350
Chromium	112
Lead	689
Zinc	1,330

Acetone	54
Xylene(s)	25
Bis (2-ethylhexyl) phthalate	38
Beta - BHC	1.2
Endosulfan II	.26
4, 4' - DDE	.72

<u>Contaminant</u>	<u>Sediment</u>	<u>Concentration (ppb)</u>
Barium		304
Chromium		236
Copper		613
Lead		863
Zinc		2,930
Toluene		120
Ethylbenzene		4,000
Xylene(s)		12,000
1, 2 - Dichlorobenzene		2,500
Napthalene		4,400
Fluoranthene		2,100
Bis (2-ethylhexyl) phthalate		24,000
Endosulfan II		58
4, 4' - DDD		1,600
gamma- Chlordane		440

16. By entering this Administrative Consent Order, Respondents do not admit to any fact, fault or liability under any statute or regulation concerning the condition of the Site.

17. All of the Department's files concerning the Site are incorporated herein and made a part hereof.

18. The Department intends that the scope of the investigation and cleanup required by this Administrative Consent Order will include all contaminants at the above referenced Site, and all contaminants which are emanating from or which have emanated from the Site.

#### ORDER

##### I. Reimbursement of Prior Costs

19. Within thirty (30) calendar days after receipt of a written summary of the Department's costs incurred to the effective date of this Administrative Consent Order, Respondents shall submit payment to the Department for these costs, incurred in connection with the investigation of, and response to, the matters described in the Findings hereinabove, including the costs associated with the preparation of this Administrative Consent Order. Respondents shall make payment of the above amount by a cashier's or certified check payable to the

"Treasurer, State of New Jersey" and such payment shall be submitted with DEPE Form 062A.

## II. Remedial Investigation and Action Requirements

20. Within forty-five (45) calendar days after the effective date of this Administrative Consent Order, Respondents shall submit to the Department a detailed Remedial Investigation Work Plan (hereinafter "RI Work Plan") in accordance with the Department's prevailing technical standards.

21. Within ninety (90) days after receipt of the Department's written approval of the RI Work Plan, Respondents shall implement and submit the results of the RI Work Plan in accordance with the Department's prevailing technical standards, along with one of the following:

- (a) A proposed no action alternative;
- (b) A proposed remedial action; or
- (c) A supplemental RI Work Plan.

22. Upon the Department's approval of a no action alternative submitted pursuant to Paragraph 21 above, no further action shall be required as specifically stated in the Department's approval.

23. Upon receipt of the Department's written approval of a remedial action plan, Respondents shall implement any Department-approved remedial action in accordance with the approved schedule.

24. If the Department approves a supplemental RI Work Plan pursuant to Paragraph 21 above, Respondents shall perform the additional work pursuant to Paragraph 21 above.

25. If the Department determines that any submittal made under this section is inadequate or incomplete, then the Department shall provide the Respondents with written notification of the deficiency(ies), and the Respondents shall revise and resubmit the required information within a reasonable period of time not to exceed thirty (30) days from receipt of such notification.

26. During the time this Administrative Consent Order is in effect, if the Department determines that additional remedial activities are required, Respondents shall conduct additional remedial activities as required by the Department in writing and submit a supplemental work plan.

## III. Feasibility Study

27. If required by the Department, Respondents shall submit to the Department a Feasibility Study Report (hereinafter "FS Report") in accordance with the Department's prevailing technical standards.

## IV. Permit Application Process for Remedial Activities

28. Within thirty (30) calendar days after receipt of the Department's written notification regarding the Department's selection of the remedial action, Respondents shall submit to the Department a detailed draft permit application submission schedule in accordance with the Department's prevailing technical standards for all relevant federal, State and local permit applications, certifications or modifications necessary to implement the selected remedial action.

29. Upon receipt of the Department's written approval of the permit application schedule, Respondents shall carry out the permit application process in accordance with the approved schedule.

30. This Administrative Consent Order shall not be construed to be a permit or in lieu of a permit for any activities which require permits and it shall not relieve Respondents from obtaining and complying with all applicable federal, State and local permits necessary for any activities which Respondents must perform in order to carry out the obligations of this Administrative Consent Order.

31. Respondents shall submit complete applications for all federal, State and local permits or permit modifications required to carry out the obligations of this Administrative Consent Order in accordance with the approved schedules.

32. Within thirty (30) calendar days after Respondents' receipt of written comments from the permitting agency concerning any permit application to a federal, State, or local agency, or within a time period extended in writing by the Department, Respondents shall modify the permit application to conform to the permitting agency's comments and resubmit the permit application to the agency. The determination as to whether or not the permit application, as resubmitted, conforms with the agency's comments or is otherwise acceptable to the agency shall be made solely by the agency.

33. The terms and conditions of any federal, State or local permit or permit modification issued to Respondents shall not be preempted by the terms and conditions of this Administrative Consent Order even if the terms and conditions of any such permit or permit modification are more stringent than the terms and conditions of this Administrative Consent Order.

34. To the extent that the terms and conditions of any federal, State or local permit or permit modification are substantially equivalent to the terms and conditions of this Administrative Consent Order, Respondents waive any rights they may have to contest such terms and conditions of any such permit.

#### V. Progress Reports

35. If requested by the Department, Respondents shall submit quarterly progress reports to the Department in accordance with the next Paragraph. Respondents shall submit the first progress report on or before the last calendar day of the fourth calendar month following the effective date of this Administrative Consent Order. Respondents shall submit a progress report

thereafter on or before the last calendar day of the month following the next three calendar months being reported.

36. Respondents shall detail the status of Respondents' compliance with this Administrative Consent Order in each progress report and shall include the following:

i. Identification of the contaminated site and a reference to this Administrative Consent Order, including signatory parties and effective date;

ii. Identification of specific requirements of this Administrative Consent Order, including the corresponding Paragraph number and schedule, which were initiated during the reporting period;

iii. Identification of specific requirements of this Administrative Consent Order, including the corresponding Paragraph number and schedule, which were initiated in a previous reporting period, which are still in progress and which will continue to be carried out during the next reporting period;

iv. Identification of specific requirements of this Administrative Consent Order, including the corresponding Paragraph number and schedule, which were completed during this reporting period;

v. Identification of specific requirements of this Administrative Consent Order, including the corresponding Paragraph numbers and schedule, which were scheduled to have been completed during the reporting period and were not;

vi. An explanation of each specific requirement of this Administrative Consent Order not met, including actions taken or to be taken to address each such requirement;

vii. Identification of the specific requirements of this Administrative Consent Order, including the corresponding Paragraph number and schedule, that will be initiated during the next reporting period; and,

viii. All data generated during the reporting period which indicate that conditions at the contaminated Site exceed federal, state or local human health based standards or criteria, or in the absence thereof, any data which indicate potential human health concerns; and

ix. All reports and other information required pursuant to any work plan or report the Department approves pursuant to this Administrative Consent Order.

#### VI. Project Coordination

37. Respondents shall submit to the Department all documents required by this Administrative Consent Order, including correspondence relating to force majeure issues, by delivery with an acknowledgement of receipt from the Department. The date that the Department executes the acknowledgement will be the date the Department uses to determine Respondents' compliance with the

requirements of this Administrative Consent Order and the applicability of stipulated penalties and any other remedies available to the Department.

38. Within seven (7) calendar days after the effective date of this Administrative Consent Order, Respondents shall submit to the Department the name, title, address and telephone number of the individual who shall be Respondents' technical contact for the Department for all matters concerning this Administrative Consent Order and Respondents shall designate an agent for the purpose of service for all matters concerning this Administrative Consent Order and shall provide the Department with the agent's name and address.

39. Unless otherwise directed in writing by the Department, Respondents shall submit all payments and four (4) copies of all documents required by this Administrative Consent Order to the individual identified below, who shall be the Department's contact for Respondents for all matters concerning this Administrative Consent Order:

New Jersey Department of Environmental Protection and Energy  
Division of Responsible Party Site Remediation  
Responsible Party Cleanup Element  
401 East State Street, 5th floor  
CN 028  
Trenton, New Jersey 08625  
Attention: Section Chief

40. Respondents shall notify, both verbally and in writing, the contact person listed above at least fourteen (14) calendar days prior to the initiation of any field activities.

#### VII. Financial Assurances and Project Cost Review

41. Within five (5) calendar days after the effective date of this Administrative Consent Order, Respondents shall obtain and provide to the Department financial assurance in a form acceptable to the Department in the amount of \$500,000. The financial assurance shall conform with the requirements of this Administrative Consent Order.

42. Respondents shall select a financial institution or surety, and a trustee, that shall agree in writing to be subject to the jurisdiction of New Jersey courts for all claims made by the Department against the financial assurance. Within fourteen (14) calendar days after the effective date of this Administrative Consent Order, Respondents shall submit the written agreement with such financial institution or surety and the trustee to the Department with the financial assurance.

43. The financial assurance shall meet the following requirements:

(a) Irrevocable letter of credit:

i. The wording of the irrevocable letter of credit shall be identical to the wording specified in Appendix A:

ii. The irrevocable letter of credit shall be issued by a New Jersey State or federally chartered bank, savings bank, or savings and loan association, which, unless otherwise approved by the Department in writing, has its principal office in New Jersey; and,

iii. The irrevocable letter of credit shall be accompanied by a letter from Respondents referring to the irrevocable letter of credit by number, issuing institution and date and providing the following information: the name and address of the Site which is the subject of the Administrative Consent Order and the amount of funds securing the Respondents' performance of all obligations under the Administrative Consent Order.

iv. The irrevocable letter of credit shall be accompanied by an irrevocable standby trust fund which wording shall be identical to the wording specified in Appendix B.

v. The irrevocable standby trust fund may, at the discretion of the Department, be the depository for all funds paid pursuant to a draft by the Department against the letter of credit.

(b) Surety bond:

i. The wording of the surety bond shall be identical to the wording specified in Appendix D;

ii. The surety company issuing the surety bond shall be among those listed as acceptable sureties on Federal bonds in the most recent version of Circular 570 issued by the U.S. Department of the Treasury, which is published annually on July 1 in the Federal Register; and

iii. The surety bond shall be accompanied by a letter from Respondents referring to the surety bond by number, issuing institution and date and providing the following information: the name and address of the Site which is the subject of the Administrative Consent Order and the amount of funds securing Respondents' performance of all its obligations under the Administrative Consent Order.

iv. The surety bond shall be accompanied by an irrevocable standby trust fund which wording shall be identical to the wording specified in Appendix B.

v. The irrevocable standby trust fund may, at the discretion of the Department, be the depository for all funds paid pursuant to a draft by the Department against the surety bond.

(c) Fully funded trust:

i. The wording of the fully funded trust shall be identical to the wording specified in Appendix C.

ii. The trustee shall be an entity which has the authority to act as a trustee and whose trust operations are regulated and examined by a Federal or New

Jersey agency. The trustee shall agree to be subject to the jurisdiction of New Jersey courts.

iii. An executed certification of acknowledgement that is identical to the wording specified in Appendix B shall be submitted to the Department with the fully funded trust and the irrevocable standby trust.

44. In the event that the Department determines that Respondents have failed to perform any of the obligations under this Administrative Consent Order, the Department may proceed to draw on that amount of the financial assurance necessary to complete the performance of the obligation; provided, however, that before the Department takes this action, the Department shall notify Respondents in writing of the obligation(s) which they have not performed, and shall have thirty (30) calendar days after receipt of such notice, unless extended in writing by the Department, to remedy the failure to perform such obligation. Notwithstanding any other provisions of this Administrative Consent Order, Respondents reserves their right, if any, to commence an action seeking judicial review of the Department's draw-down or expenditure of the financial assurance at any time after such draw-down has occurred. During the pendency of such an action, Respondents will not seek to enjoin the Department from the drawing down of funds or the expenditure of funds drawn down pursuant to this provision. Penalties assessed for violations of this Administrative Consent Order shall not be drawn against the financial assurance.

45. At any time, Respondents may apply to the Department to substitute other financial assurances as specified by this subchapter, in a form, and manner acceptable to the Department.

46. Upon the Department approval of a remedial action, the Respondents shall amend the amount of the financial assurance, specified in Paragraph 41 above, to equal the estimated cost of implementation of the approved remedial action, or shall provide such other financial assurance as may be approved by the Department in an amount equal to the estimated cost of implementation of the approved remedial action.

47. The Respondents shall comply with the following project cost reviews requirements:

(a) Beginning three hundred sixty-five (365) calendar days after the effective date of this Administrative Consent Order, and annually thereafter on the same calendar day, the Respondents shall submit to the Department a detailed review of all costs required for the Respondents compliance with this Administrative Consent Order, including:

i. A detailed summary of all monies spent to date pursuant to this Administrative Consent Order;

ii. The estimated cost of all future expenditures required to comply with this Administrative Consent Order, including any operation, maintenance and monitoring costs; and

iii. The reason for any changes from the previously submitted cost review.

(b) At any time after the Respondents submit the first cost review pursuant to the preceding Paragraph, the Respondents may request the Department's approval to reduce the amount of the financial assurance to reflect the remaining costs of performing the obligations under this Administrative Consent Order. If the Department grants written approval of such a request, the Respondents may amend the amount of the then existing financial assurance consistent with that approval.

(c) If the estimated costs of meeting the Respondents obligations in this Administrative Consent Order at any time increase to an amount greater than the financial assurance, the Respondents shall:

i. Within thirty (30) calendar days after receipt of written notice of the Department's determination, increase the amount of the then existing financial assurance or provide additional financial assurance to an amount equal to the Department's approved estimated cost; and

ii. Upon notification from the Department pursuant to Paragraph 93 that the obligations of the Administrative Consent Order have been satisfied, the Respondents shall be relieved of any further obligation to maintain in full force and effect the financial assurance required by this Administrative Consent Order for the Site which is the subject of this Administrative Consent Order. Upon the Department's written approval of the completion of any cleanup required by this Administrative Consent Order, as verified by final Site inspection and upon the Respondents' satisfaction of all financial obligations in connection therewith, the Respondents shall be relieved of any further obligation to maintain in full force and effect the financial assurance required by this Administrative Consent Order for the facility at which the approved cleanup has been completed.

#### VIII. Oversight Cost Reimbursement

48. Within thirty (30) calendar days after receipt from the Department of a summary, of the Department's costs, including all accrued interest incurred pursuant to paragraph 49 below, Respondents shall submit to the Department a cashier's or certified check payable to the "Treasurer, State of New Jersey" and submitted with DEPE Form 062A, for the full amount of the Department's oversight costs, for the period being charged.

49. Interest shall accrue on the unpaid balance of oversight costs, beginning at the end of the thirty (30) calendar day period established in the preceding Paragraph, at the rate established by Rule 4:42 of the current edition of the Rules Governing the Courts of the State of New Jersey.

#### IX. Stipulated Penalties

50. Respondents agrees to pay stipulated penalties to the Department for Respondents' failure to comply with any of the deadlines, schedules or requirements of this Administrative Consent Order including those established and approved by the Department in writing pursuant to this Administrative Consent Order. Each day of violation for each deadline, schedule or requirement not

complied with shall be an additional, separate and distinct violation. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Administrative Consent Order. Each signatory to this Administrative Consent Order shall be jointly and severally liable for stipulated penalties for violations of this Administrative Consent Order which result in the Department's issuance of a demand for stipulated penalties.

51. Stipulated penalties shall begin to accrue on the first calendar day after the performance is due or noncompliance occurs and not at the time the Department gives notice of the violation or non-compliance to Respondents or issues a written demand for stipulated penalties. Stipulated penalties shall then continue to accrue through the final day of correction of the non-compliance. The Department may determine that a submittal of insufficient quality constitutes non-compliance and one or more violations of this Administrative Consent Order. Stipulated penalties for such violations shall accrue from the date Respondents made the submission for sixty (60) calendar days, unless the Department provides Respondents with written notice that stipulated penalties for such violations continue to accrue beyond that sixty (60) day period. In which case stipulated penalties will continue to accrue until Respondents corrects the non-compliance.

52. Respondents' payment of stipulated penalties for Respondents' failure to comply with the deadlines, schedules and requirements associated with the major deliverables and tasks required by this Administrative Consent Order, as identified below, shall be made according to this Paragraph:

(a) Major violations include Respondents' failure, according to the schedules in the Administrative Consent Order, to:

- i. Submit any remedial investigation workplans;
- ii. Submit any remedial action workplans;
- iii. Implement any approved remedial investigation workplan;
- iv. Implement any approved remedial action workplan;
- v. Implement any approved interim response actions;
- vi. Submit permit applications;
- vii. Satisfy any financial assurance requirement;
- viii. Failure to allow the Department or its authorized agents access to the Site; and
- ix. Implementation and recording of permanent use and/or access restrictions.
- x. Reimbursement of oversight costs, including prior costs; and
- xi. Submit payment of penalty or damage payments.

(b) Respondents agree to pay stipulated penalties for the major violations, identified in (a) above, up to the following amounts as determined by the Department:

Calendar Days After Due Date	Stipulated Penalties per Calendar Day
1 - 14	\$ 1,000
15 - 29	\$ 2,500
30 - 44	\$ 5,000
45 - 59	\$ 10,000
60 - over	\$ 25,000

(c) Respondents agree to pay stipulated penalties for all other violations, not identified in (a) above, up to the following amounts as determined by the Department:

Calendar Days After Due Date	Stipulated Penalties per Calendar Day
1 - 14	\$ 200
15 - 29	\$ 500
30 - 44	\$ 1,000
45 - 59	\$ 5,000
60 - over	\$ 10,000

53. Stipulated penalties shall be due and payable thirty (30) calendar days after Respondents' receipt of a written demand by the Department. Respondents shall make payment of stipulated penalties by a cashier's or certified check payable to the "Treasurer, State of New Jersey" submitted with DEPE Form 062A, and shall be accompanied by a letter referencing this Administrative Consent Order and the Department's written demand for stipulated penalties.

54. Respondents shall regard payments of stipulated penalties pursuant to this Administrative Consent Order as payments of civil or civil administrative penalties.

55. The payment of stipulated penalties does not alter Respondents' responsibility to complete any requirement of this Administrative Consent Order.

56. If Respondents fail to pay stipulated penalties pursuant to this section, the Department may take additional enforcement action, including without limitation, instituting civil proceedings to collect such penalties or assessing civil administrative penalties.

#### X. Reservation of Rights

57. The Department reserves the right to unilaterally terminate this Administrative Consent Order in the event Respondents violate the terms or fail to meet the obligations of this Administrative Consent Order.

58. Nothing in this Administrative Consent Order shall preclude the Department from seeking civil or civil administrative penalties, costs and damages or any other legal or equitable relief against Respondents for matters not set forth in the Findings of this Administrative Consent Order. The Department reserves the right to conduct any remediation itself at any time.

59. Nothing in this Administrative Consent Order, including the Department's assessment of stipulated penalties, shall preclude the Department from seeking civil or civil administrative penalties or any other legal or equitable relief against Respondents for violations of this Administrative Consent Order. In any such action brought by the Department under this Administrative Consent Order for injunctive relief, civil, or civil administrative penalties or collection of stipulated penalties, Respondents may raise, among other defenses, a defense that Respondents failed to comply with a decision of the Department, made pursuant to this Administrative Consent Order, on the basis that the Department's decision was arbitrary, capricious or unreasonable. If Respondents are successful in establishing such a defense based on the administrative record, Respondents shall not be liable for penalties for failure to comply with that particular requirement of the Administrative Consent Order. Similarly, in the event that Respondents prevail in any proceeding in which Respondents allege that the Department acted arbitrarily, capriciously, or unreasonably in exercising its right under to draw on the financial assurance, the Department will refund, to the account of the financial assurance the amount of the funds so drawn. Although Respondents may raise such defenses in any action initiated by the Department for injunctive relief or stipulated penalties, Respondents hereby agree not to otherwise seek review of any decision made or to be made by the Department pursuant to this Administrative Consent Order and under no circumstances shall Respondents initiate any action or proceeding challenging any decision made or to be made by the Department pursuant to this Administrative Consent Order.

60. This Administrative Consent Order shall not be construed to affect or waive the claims of federal or State natural resources trustees against Respondents for damages for injury to, destruction of, or loss of natural resources, unless expressly provided herein, and then only to the extent expressly provided herein.

61. The Department reserves the right to require Respondents to take or arrange for the taking of any and all additional measures if the Department determines that such actions are necessary to protect human health or the environment.

62. Notwithstanding any other provision of this Administrative Consent Order, Respondents reserves its right to challenge, as a contested case pursuant to N.J.S.A. 52:14B-1 et seq., that the Department's draw on the financial assurance provided pursuant to this Administrative Consent Order was arbitrary, capricious or unreasonable; Respondents agree, however, not to initiate any such challenge until after the Department has corrected or implemented the requirement of this Administrative Consent Order which was the focus of the Department's draw. The Department reserves its right to contest any such action.

## **XI. Force Majeure**

63. If any event specified in the following Paragraph occurs which Respondents believe or should believe will or may cause delay in the compliance or cause non-compliance with any provision of this Administrative Consent Order, Respondents shall notify the Department in writing within seven (7) calendar days of the start of delay or knowledge of the anticipated delay, as appropriate, referencing this Paragraph and describing the anticipated length of the delay, the precise cause or causes of the delay, any measures taken or to be taken to minimize the delay, and the time required to take any such measures to minimize the delay. Respondents shall take all necessary action to prevent or minimize any such delay.

64. The Department will extend in writing the time for performance for a period no longer than the delay resulting from such circumstances as determined by the Department only if:

(a) Respondents have complied with the notice requirements of the preceding Paragraph;

(b) Any delay or anticipated delay has been or will be caused by fire, flood, riot, strike or other circumstances beyond the control of Respondents; and

(c) Respondents have taken all necessary action to prevent or minimize any such delay.

65. The burden of proving that any delay is caused by circumstances beyond the control of Respondents and the length of any such delay attributable to those circumstances shall rest with Respondents.

66. "Force Majeure" shall not include the following:

(a) Delay in an interim requirement with respect to the attainment of subsequent requirements;

(b) Increases in the cost or expenses incurred by Respondents in fulfilling the requirements of this Administrative Consent Order;

(c) Contractor's breach, unless Respondents demonstrate that such breach falls within Paragraph 64, above; and

(d) Failure to obtain access required to implement this Administrative Consent Order, unless denied by a court of competent jurisdiction.

## **XII. General Provisions**

67. Respondents shall, in addition to any other obligation required by law, notify the Department contact identified in Paragraph 39 immediately upon knowledge of any condition posing an immediate threat to human health and the environment. The Department reserves the right to stop any construction, improvement(s), or change(s) at the Site subject to this Administrative Consent

Order, due to the presence of hazardous substances or wastes, the disturbance of which, prior to implementation of the Department-approved remedial action, has the potential to cause a threat to human health and the environment as determined by the Department.

68. In the event that the Department determines that a meeting concerning the remediation of the Site is necessary at any time, Respondents shall ensure that the Respondents' appropriate representatives are prepared and available for, and participate in such a meeting upon written notification from the Department of the date, time and place of such meeting.

69. In addition to the Department's statutory and regulatory rights to enter and inspect, the Newark Redevelopment and Housing Authority shall allow the Department and its authorized representatives access to the Site at all times for the purpose of monitoring Respondents' compliance with this Administrative Consent Order and/or to perform any remedial activities Respondents fail to perform as required by this Administrative Consent Order.

70. Respondents shall not construe any informal advice, guidance, suggestions, or comments by the Department, or by persons acting on behalf of the Department, as relieving Respondents of their obligation to obtain written approvals as required herein.

71. Respondents shall perform all work conducted pursuant to this Administrative Consent Order in accordance with prevailing professional standards.

72. Respondents shall provide a copy of this Administrative Consent Order to each contractor and subcontractor retained to perform the work required by this Administrative Consent Order and shall condition all contracts and subcontracts entered for the performance of such work upon compliance with the terms and conditions of this Administrative Consent Order. Respondents shall be responsible to the Department for ensuring that its contractors and subcontractors perform the work herein in accordance with this Administrative Consent Order.

73. Respondents shall conform all actions required by this Administrative Consent Order with all applicable federal, state and local laws and regulations.

74. Nothing in this Administrative Consent Order shall relieve Respondents from complying with all other applicable laws and regulations. Compliance with the terms of this Administrative Consent Order shall not excuse the Respondents from obtaining and complying with any applicable federal, state or local permits, statutes, regulations and/or orders while carrying out the obligations imposed by this Administrative Consent Order. This Administrative Consent Order shall not preclude the Department from requiring that the Respondents obtain and comply with any permits, and/or orders issued by the Department under the authority of the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Solid Waste Management Act, N.J.S.A. 13:1E-1 et seq., and the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq., for the matters covered herein. Should any of the measures to be taken by the Respondents during the remediation of any ground water and surface water

pollution result in a new or modified discharge as defined in the New Jersey Pollutant Discharge Elimination System ("NJPDES") regulations, N.J.A.C. 7:14A-1 et seq., then the Respondents shall obtain a NJPDES permit or permit modification from the Department prior to commencement of the activity.

75. All work plans and documents required by this Administrative Consent Order and approved in writing by the Department are incorporated herein and made a part hereof.

76. Respondents shall preserve all potential evidentiary documentation found at the Site until written approval is received from the Department to do otherwise, including without limitation, documents, labels, drums, bottles, boxes or other containers, and/or other physical materials that could lead to the establishment of the identity of any person which generated, treated, transported, stored or disposed of contaminants at the Site.

77. Upon the receipt of a written request from the Department, Respondents shall submit to the Department all data and information, including technical records and contractual documents, concerning contamination at the Site, including raw sampling and monitor data, whether or not such data and information, including technical records and contractual documents, was developed pursuant to this Administrative Consent Order.

78. Obligations and penalties of this Administrative Consent Order are imposed pursuant to the police powers of the State of New Jersey for the enforcement of law and the protection of the human health, safety and welfare and are not intended to constitute debt or debts which may be limited or discharged in a bankruptcy proceeding. No obligations imposed by this Administrative Consent Order are intended to constitute a debt, claim, penalty or other civil action which could be limited or discharged in a bankruptcy proceeding.

79. Respondents hereby consent to and agree to comply with this Administrative Consent Order which shall be fully enforceable as an Administrative Order in the New Jersey Superior Court pursuant to the Department's statutory authority.

80. No modification or waiver of this Administrative Consent Order shall be valid except by written amendment to this Administrative Consent Order duly executed by Respondents and the Department. Any amendment to this Administrative Consent Order shall be executed by the Department and all Respondents. The Department reserves the right to require the resolution of any outstanding violations of the rules or this Administrative Consent Order prior to executing any such amendment.

81. Respondents waive their right to an administrative hearing concerning the entry of this Administrative Consent Order.

82. This Administrative Consent Order shall be governed and interpreted under the laws of the State of New Jersey.

83. If any provision of this Administrative Consent Order or the application thereof to any person or circumstance shall, to any extent, be

invalid or unenforceable, the remainder of this Administrative Consent Order or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Administrative Consent Order shall be valid and enforced to the fullest extent permitted by law.

84. This Administrative Consent Order represents the entire integrated agreement between the Department and Respondents and supersedes all prior negotiations, representations or agreements, either written or oral, unless otherwise specifically provided herein.

85. Within thirty (30) calendar days after the effective date of this Administrative Consent Order, Respondents shall record a copy of this Administrative Consent Order with the County Clerk, Essex County, State of New Jersey and shall provide the Department with written verification of compliance with this Paragraph which shall include a copy of this Administrative Consent Order stamped "Filed" by the County Clerk.

86. Any officer or management official of the Respondents who knowingly direct or authorize the violation of any provision of this Administrative Consent Order shall be personally liable for the penalty established pursuant to the Solid Waste Management Act, the Spill Act and the Water Pollution Control Act.

87. The Site or any portion thereof may be freely alienated provided that Newark Redevelopment and Housing Authority complies with the requirements in this Paragraph and all other applicable law.

(a) At least ninety (90) calendar days prior to the date of such alienation, the Newark Redevelopment and Housing Authority shall notify the Department in writing of the proposed alienation, the name of the grantee, the extent of the alienation, and a description of the grantor's continuing obligations, if any, which grantee has agreed to perform.

(b) At least ninety (90) calendar days prior to transfer of ownership of the Site, or a portion thereof, which is the subject of this Administrative Consent Order, the Newark Redevelopment and Housing Authority shall notify the transferee of the existence of this Administrative Consent Order and shall simultaneously verify to the Department that such notice has been given.

(c) Any contract to alienate the Site shall require the grantee to allow the implementation and continuation of all activities and obligations pursuant to this Administrative Consent Order and to allow Respondents, the Department and its authorized representatives access to the Site for purposes of such activities and obligations. Any alienation shall not affect Respondents' obligations under this Administrative Consent Order.

(d) The Newark Redevelopment and Housing Authority shall include in any instrument of conveyance, including but not limited to a deed, title, lease, easement or license for the Site a written notice that the Site is the subject of this Administrative Consent Order. Any such instrument of conveyance shall be subject to the requirements set forth in this Administrative Consent Order regarding the use of the Site and deed restrictions.

88. This Administrative Consent Order shall be binding, jointly and severally, on each signatory, its successors, assignees and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity. No change in the ownership or corporate status of any signatory or of the facility or Site shall alter signatory's responsibilities under this Administrative Consent Order.

89. Respondents shall preserve, during the pendency of this Administrative Consent Order and for a minimum of ten (10) years after its termination, all data and information, including technical records, potential evidentiary documentation and contractual documents, in its possession or in the possession of their divisions, employees, agents, accountants, contractors, or attorneys which relate in any way to the contamination at the Site, despite any document retention policy to the contrary. After this ten year period, Respondents may make a written request to the Department to discard any such documents. Such a request shall be accompanied by a description of the documents involved, including the name of each document, date, name and title of the sender and receiver and a statement of contents. Upon receipt of written approval by the Department, Respondents may discard only those documents that the Department does not require to be preserved for a longer period. Upon receipt of a written request by the Department, Respondents shall submit to the Department all data and information, including technical records and contractual documents or copies of the same. Respondents reserve whatever rights they may have, if any, to assert any privileges or a privilege regarding such data or information, however, Respondents agree not to assert confidentiality claims with respect to any data related to Site conditions, sampling, or monitoring.

90. Respondents agree not to contest the authority or jurisdiction of the Department to issue this Administrative Consent Order; Respondents further agree not to contest the terms or conditions of this Administrative Consent Order except as to interpretation or application of such specific terms and conditions that are being enforced in any action brought by the Department to enforce the provisions of this Administrative Consent Order. Respondents reserve all of their rights pursuant to the Spill Act concerning the Department's selection of any remedial action pursuant to this Administrative Consent Order.

91. Respondents shall provide to the Department written notice of the dissolution of its corporate or partnership identity, the liquidation of the majority of its assets or the closure, termination or transfer of operations at least thirty (30) calendar days prior to such action. Upon such notice, Respondents shall submit a cost review pursuant to Paragraph 47 to the Department. Respondents shall also provide written notice to the Department of a filing of a petition for bankruptcy no later than the first business day after such filing. These requirements shall be in addition to any other statutory requirements arising from the dissolution of corporate or partnership identity, the liquidation of the majority of assets, or the closure, termination or transfer of operations. Upon receipt of notice of dissolution of corporate identity, liquidation of assets or filing of a petition for bankruptcy, the Department may request and, within fourteen (14) days of the Department's written request, the Respondents shall obtain and submit to the Department additional financial assurance pursuant to this Administrative Consent Order.

92. Respondents shall not make any use of the Site or take any actions at the Site inconsistent with this Administrative Consent Order. The Newark Redevelopment and Housing Authority shall impose such use and/or access restrictions as may be deemed necessary by the Department. The use and access restrictions are to run with the land and be for the benefit of and enforceable by the Department and any citizen which is or may be damaged as a result of violations of the use and access restrictions. The use and access restrictions shall provide actual and constructive notice to any subsequent grantee of the locations and concentrations of all contaminants which remain at the Site and of the use and access restrictions imposed. Within thirty (30) calendar days after Respondents' receipt of a written request from the Department, Respondents shall record the restrictions with the County Clerk, Essex County, State of New Jersey, and provide the Department with a copy of this Administrative Consent Order stamped "Filed" by the County Clerk.

93. Except as otherwise provided, the requirements of this Administrative Consent Order shall be deemed satisfied upon the receipt by Respondents of written notice from the Department that Respondents have demonstrated, to the satisfaction of the Department, that Respondents have completed the substantive and financial obligations imposed by this Administrative Consent Order. Such written notice shall not relieve Respondents from the obligation to conduct future investigation or remediation activities pursuant to federal, state or local laws for matters not addressed by this Administrative Consent Order. Furthermore, such written notice shall not terminate the obligations and requirements set forth in the preceding six (6) Paragraphs.

94. Except as otherwise set forth herein, by the execution of this Administrative Consent Order the Department does not release Respondents from any liabilities or obligations any person may have pursuant to any other authority, nor does the Department waive any of its rights or remedies pursuant thereto.

95. Respondents shall submit to the Department, along with the executed original Administrative Consent Order, documentary evidence in the form of a corporate resolution, that the signatories have the authority to bind Respondents to the terms of this Administrative Consent Order.

96. The Department will consider a request for an extension of time to perform any requirement under this Administrative Consent Order, provided that any extension request is submitted to the Department two weeks prior to any applicable deadline to which the extension request refers.

97. Respondents expressly agree that in the event that any Respondent fails or refuses to perform any obligation(s) under this Administrative Consent Order as determined by the Department, the Department shall have the right to exercise any option or combination of options available to the Department under this Administrative Consent Order, or any other statute.

98. This Administrative Consent Order shall be effective upon the execution of this Administrative Consent Order by the Department and the Respondents. The Respondents shall return a fully executed Administrative Consent Order to the Department together with the financial assurance required by Paragraph 41 above, and signature authorization required by Paragraph 95 above within five (5) business days from the effective date.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND ENERGY

Date \_\_\_\_\_

BY: \_\_\_\_\_  
Ronald T. Corcory, Assistant Director  
Responsible Party Cleanup Element

NEWARK REDEVELOPMENT AND HOUSING AUTHORITY

Date \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Full Name Signed Above

\_\_\_\_\_  
Title

DOMINICK ATTANASI

Date \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Full Name Signed Above

\_\_\_\_\_  
Title

JOSEPH ATTANASI

Date \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Full Name Signed Above

\_\_\_\_\_  
Title

BENJAMIN MOORE & COMPANY, INC.

Date \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Full Name Signed Above

\_\_\_\_\_  
Title

SHERWIN-WILLIAMS COMPANY, INC.

Date \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Full Name Signed Above

\_\_\_\_\_  
Title